AGENDA

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
February 21, 2024
9:00 AM

The Board will convene at the Harvey Government Center
1200 Truman Ave, Key West, FL.
The meeting is open to the public.
Members of the public can also attend will be via Communications Media Technology at:
Zoom webinar: https://mcbocc.zoom.us/j/89204098700
To report problems with the broadcast or Zoom webinar, please call (305) 872-8831.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., prior to the scheduled meeting; if you are hearing or voice impaired, call "711". Live Closed Captioning is available via the MCTV portal @ https://cloud.castus.tv/vod/monroe/video/60832c9dcf67bb7ac0c21791?page=HOME&type=live for meetings of the Monroe County Board of County Commissioners.

A person may submit written comments or other physical evidence on a particular agenda item for consideration at the BOCC meeting via email to Lindsey Ballard @ ballard-lindsey@monroecounty-fl.gov County Administrator's Office, no later than 3:00 P.M. on the Monday prior to the meeting. The email must include the submitter's name, address, phone number and email address and the agenda item number the documents/comments are regarding. Any intellectual property submitted must include the appropriate authorization for use. Any person who wishes to be heard shall, prior to an item being called, provide the Clerk with his/her name and residence, and the agenda item on which he or she wishes to be heard. An individual has three minutes to address the Commission. However, the first person representing an organization has five minutes to address the Commission. Subsequent speakers for the same organization have three minutes to address the Commission. For land use items, the petitioner and, if the owner is different than the petitioner, then the owner of the property that is the subject of the land use item, will be allowed 20 minutes to address the Commission. Other people are allowed five minutes to address the Commission. Speakers appearing remotely via communications media technology may speak under the same time constraints as those speakers appearing live before the Commission. Remote speakers need not fill in a speaker card before speaking but must identify themselves and their addresses at the beginning of their remarks. Failure to do so may result in early termination of their speaking privileges for that item. For additional assistance, please call (305) 292-4441 or email your inquiry to: ballard-lindsey@monroecounty-fl.gov.

Please note that all time appoximate items are listed in bold.

9:00 A.M. Regular Meeting
9:25 A.M. Land Authority Governing Board
9:30 A.M. Fire & Ambulance District 1 Board of Governors

TIME APPROXIMATE **REGULAR MEETING**

9:00 A.M. **Call to Order**
Salute to Flag

CALL TO ORDER

SALUTE TO FLAG

A. ADDITIONS, CORRECTIONS AND DELETIONS

A1. Approval of agenda

B. PRESENTATION OF AWARDS

B1. Presentation of proclamation honoring the Key West High School Band.

C. BULK APPROVALS - COMMISSIONER CATES

C1. Approval of Agreement with Statewide Guardian Ad Litem Office for Administrative Assistant 3 position, a State OPS position, on a reimbursement basis.

C2. This agenda item seeks approval of Task Orders Nos. 5, 6, and 7 totaling $366,149.79 under Master Agreement with Safeware, Inc. to install access control and video systems at three County workplaces as part of the County's Building Security Plan. Per Section 119.0701(3)(a), Florida Statutes (2023) information that would identify the locations where the work will be performed or specific components of the security system to be installed have been redacted. The Task Orders call for the work to be accomplished by Sept. 30, 2024.

C3. Approval of a First Amendment to Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection services, updating the service locations and other provisions of the Agreement to bring it current, provides option to request a proposal/quote from the Contractor only for equipment replacement and installation, increases the contract amount by a 3% CPI-U with an effective date of December 12, 2023, and increases the total annual compensation to $126,522.00. Contract paid from funds 001, 101, and 147.

C4. Approval to award surplus units to the highest bidder(s) as set forth in the attached Budget & Finance Purchasing Department Tabulation Sheet, authorization to award the surplus items to the next highest bidder(s) if necessary until items are disposed of.

C5. Approval of the addition of one (1) full-time equivalent (FTE) position to the Facilities Maintenance Department for maintenance and cleaning of the new Emergency Operations Center (EOC) building in Marathon.

C6. Approval to authorize Air Mechanical & Service Corp. to purchase and install a new Chiller at the Harvey Government Center per the terms of Air Mechanical's contract and the current Monroe County Purchasing Policy, utilizing American Rescue Plan Act Funding (ARPA), with such costs not to exceed $232,000.

C7. Approval of a Second Amendment to Agreement with Miami Dade Pump & Supply Company for Lift Station Maintenance and Cleaning, Upper Keys, for a CPI-U increase of 3%, retroactive to January 1, 2024, and to update certain provisions. This Contract is paid from funds 001 and 147.

C8. Issuance (renewal) of a Class A Certificate of Public Convenience and Necessity (COPCN)

to Monroe County Fire Rescue for the operation of an ALS transport ambulance service for the period April 1, 2024 through March 31, 2026.

C9. Approval of a resolution to amend the Personnel Policies and Procedures Manual, revising and updating Section 1.07 Restrictions of Employment of Relatives, Section 2.15 (F) Equal Opportunity Policy, Section 2.16 (B) Employee Recognition, Section 9.03 (T) Standards of Employment, and Section 13.03 Procedures.

C10. Approval by the BOCC for Employment Agreement with Nina Burgess for Fire Rescue EMS Billing Specialist position with an increase in annual salary from $52,000 to $57,200 to commence on February 19, 2024 and terminate on February 18, 2026.

C11. Approval to purchase two (2) new Kenworth T880/T480 Dump Trucks for Roads Department and authorization for Fleet Director to execute any and all necessary documentation to facilitate the purchase and delivery of the vehicles. Replaces two old 2006 Mack Dump trucks - units RB5173 and RB5174.

C12. Approval to purchase one (1) 2024 Kenworth T880 tractor for the Roads Dept. and authorization for Fleet Director to execute any and all necessary documentation to facilitate the purchase and delivery of the vehicle. Replaces RB5129 - 2006 Mack CHN612 Tractor.

C13. Approval of Second Renewal of Agreement between Monroe County and Sunshine Gasoline for fuel services.

C14. Approval to advertise a Public Hearing to consider adoption of an Ordinance adding park hours for Harry Harris Park, Blue Heron Park and Pine Channel Nature Park and amending the hours at Bay Point Park, Big Coppitt Volunteer Fire Department, Friendship Park, Key Largo Community Park, Big Pine Key Park, and Murray E. Nelson Government Center Park. The proposed ordinance would also formally codify the creation of Pine Channel Nature Park and Blue Heron Park in the Monroe County Code of Ordinances.

C15. Approval to purchase a new service truck - Crane Service Body (steel) with Auto Crane HC-6 Mounted on Ford F-550 Super Cab, diesel 4X4 - to service all generators throughout Monroe County in the amount of $174,927 and authorization for Fleet Director to execute any and all necessary documentation to facilitate the purchase and delivery of the vehicle."Piggybacking" Sourcewell Contract # 110421-ALT. This purchase will replace unit FMS304, 2003 Ford F-350

C16. Confirmation of Appointment of Cary Vick as Interim Project Management Director effective January 31, 2024, pursuant to F.S. 125.74(1)(k), which requires that the Board of County Commissioners confirm all department heads.

C17. Report of monthly change orders for the month of January 2024, reviewed by the County Administrator/Assistant County Administrator.

C18. Ratification of Amendment #001 to Contract RP-2129.3 between the Alliance for Aging, Inc., (AAA) and Monroe County Board of County Commissioners/Monroe County Social Services In-Home and Nutrition Programs to increase funding by $200,000.00, bringing the contract total from $16,704.30 to $216,704.30 for the contract period of 10/01/2022-09/30/2024.

C19. Approval of an annual Lease Agreement with the Monroe County Sheriff's Office to provide 320 sq. ft. of office space for one (1) year at the Murray E. Nelson Government and Cultural Center, located at 102050 Overseas Hwy. in Key Largo. This no cost lease agreement commences on March 17, 2024, and terminates on March 16, 2025.

C20. Approval of a Resolution and Release of a State Housing Initiatives Partnership (SHIP)

Program Mortgage Lien executed by Yoel Diez, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

C21. Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by David A. Jackson, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

C22. Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Marjorie E. Keeney, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

C23. Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Patrick and Yupha Kuhn, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

C24. Approval of the Fiscal Year 2025 Budget Timetable.

C25. Approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue.

C26. Approval of a Third Amendment to Lease Agreement between Monroe County and Rockland Investment Corporation, Inc. for the temporary Rockland Key Fleet Garage location to extend the term for two (2) years and update other provisions of the Lease.

C27. Approval of a Resolution and Release of State Housing Initiative Partnership (SHIP) Program Mortgage Lien executed by Eric and Nicole DeFilippo, to write-off a SHIP Second Leasehold Mortgage in the amount of $45,000.00 due to foreclosure.

D. TOURIST DEVELOPMENT COUNCIL

D1. Approval of an Agreement with Agricole Events, LLC in an amount not to exceed $20,000 DAC II FY 2024 Event Resources for The Key West Rum Festival Destination Event.

D2. Approval to rescind Agreement with City of Key West for Mallory Square Sunshades Project (Public Facilities Category) at the request of the Grantee.

D3. Approval to Rescind Agreement with City of Key West for the Mallory Square Restroom (Public Facilities Category) Project at request of Grantee

D4. Approval of FY 2025 Destination and Turnkey Event Funding Application.

D5. Appointment of Ms. Kim Wilkerson (sole applicant) as an "At Large" appointment to the Tourist Development council District II Advisory Committee. This is Commissioner Cates' appointment.

D6. Approval of an Agreement with The ETraining Company B.V. to host and maintain seven (7) international learning portals for travel trade agents in English, Spanish, French, German, Italian, Dutch and Portuguese and approval to waive the purchasing policy requirement to seek price quotes for continued use of this software. The yearly service fee for 2024 is $5,300.00.

D7. Approval of First Amendment to Advertising Agency Agreement with Underwood Martell, Inc. d/b/a Tinsley Advertising and Marketing, Inc. to revise the scope of services, compensation and reimbursement contract provisions to allow for attendance at the Governor's Conference on Tourism, to prepare and submit Visit Florida Flagler award entries and to attend conventions, trade shows, conferences or other events as approved by the TDC board.

E. STAFF REPORTS

Director of Legislative Affairs Lisa Tennyson - Department Update.

Public Information Officer Kristen Livengood - Department Update.

F. COUNTY LAND ACQUISITION AND LAND MANAGEMENT

F1. Approval of a contract to purchase Tier 2 property for density reduction - Block 12, Lot 2, Tropical Bay 3rd Addition on Big Pine Key near mile marker 30 from Yovani Pinero and Dianik Martinez for the price of $94,000.

F2. Approval of a resolution of the Monroe County Board of County Commissioners requesting the Monroe County Comprehensive Plan Land Authority to convey real property described as Block 11, Lot 12, Tropical Bay Third Addition (PB 5-81) on Big Pine Key to Monroe County for density reduction subject to a Land Use Restriction Agreement (LURA) and authorizing the Mayor to sign said LURA.

F3. Approval of a Resolution of the Monroe County Board of County Commissioners waiving fines and costs for code compliance case CE19080104 for real property at 159 Florida Avenue, Lots 22 and 23, Burtons Addition to Tavernier (PB2-82), with Parcel ID Number 00479430-000000, purchased by the Monroe County Land Authority to be used for affordable housing development.

F4. Approval to submit Hazard Mitigation Grant Program (HMGP) applications under Presidential Disaster Declaration for Severe Storms, Tornadoes, and Flooding (FEMA 4709-DR-FL) for one (1) Residential Elevation and one (1) Residential Mitigation Reconstruction project with an estimate budget amount totaling $694,813.00 with the homeowners providing the local match amount.

F5. Approval to submit Hazard Mitigation Grant Program (HMGP) applications under the Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL) for Residential Elevation and Mitigation Reconstruction projects of approximately 16 privately owned properties with an estimated budget amount of $7,561,190.00 with homeowners providing the local match amount.

F6. Approval of a resolution of the Monroe County Board of County Commission nominating property for purchase by the Monroe County Comprehensive Plan Land Authority with a legal description of Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) with Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, FL, requesting that the Authority transfer title of land only (excluding 2 Rate Of Growth Ordinance (ROGO) Exemptions) to the County; committing to lease the Subject Property to Habitat for Humanity of the Upper Keys, Inc. for development with affordable housing; and authorizing the Mayor to sign a Land Use Restriction Agreement (LURA).

F7. Approval of a resolution of the Monroe County Board of County Commission nominating property for purchase by the Monroe County Comprehensive Plan Land Authority with a legal description of Lots 22 and 23, Burtons Addition to Tavernier (PB 2-82) with Parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, FL, requesting that the Authority transfer title of land only (excluding 6 Rate Of Growth Ordinance (ROGO) Exemptions) to the County; committing to lease the Subject Property to Habitat for Humanity of the Upper Keys, Inc. for development with affordable housing; and authorizing the Mayor to sign a Land Use Restriction Agreement (LURA).

F8. Approval of Amendment No. 17 to State Lands Management Lease No. 4549 between Monroe County and the State of Florida for the Management of Certain State-owned

Conservation Lands.

F9. Approval to submit FY 2023 "Flood Mitigation Assistance (FMA) Swift Current" applications for Residential Elevation and Mitigation Reconstruction projects of approximately 11 privately owned properties with an estimated budget amount of $3,930,208.00 with homeowners providing the local match amount.

ADJOURNMENT

G. LAND AUTHORITY GOVERNING BOARD

G1. Roll Call

G2. BULK APPROVALS - COMMISSIONER LINCOLN: I will read the agenda number of those Monroe County Land Authority items proposed to be passed in bulk. If a commissioner, staff member, or any member of the public wishes that item to be withheld, please indicate at the time the Land Authority item is called and it will be held aside. I move the following items be approved in bulk.

G3. Approval of the minutes for the January 31, 2024 meeting.

G4. Monroe County Land Authority Executive Director Monthly Report for February 2024 (through January 31, 2024).

G5. Review of MCLA expenses for the time period of 1/1/24 through 1/31/24.

G6. Approval of a contract to purchase Tier 1 property for conservation - Block 9, Lot 4, Southern Pines on Big Pine Key near mile marker 31 and also property for conservation within the City of Marathon - Block 48, Lots 1 and 2, Crains on Grassy Key near mile marker 58 from Charles William Ansell, II for the price of $70,000.

G7. Approval of a contract to purchase Tier 2 property for Administrative Relief and Density Reduction - Block 11, Lot 12, Tropical Bay 3rd Addition on Big Pine Key near mile marker 30 from Thomas Carl Rothdeutsch for the price of $120,000.

G8. Approval of a resolution authorizing the conveyance of real property described as Block 11, Lot 12, Tropical Bay Third Addition (PB 5-81) on Big Pine Key to Monroe County for density reduction subject to a Land Use Restriction Agreement (LURA).

G9. Approval of a contract to purchase Tier 1 property for conservation - Block 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2 on Summerland Key near mile marker 25 from Robert J. Novacek for the price of $115,000.

G10. Approval to amend the Acquisition List to add 1) Block 2, Lots 8 and 9, Hibiscus Park on Key Largo and 2) Lots 22 and 23, Burton's Addition to Tavernier on Key Largo as affordable housing sites.

G11. Approval of a contract to purchase Tier 3 property with two ROGO exemptions for affordable housing - Block 2, Lots 8 and 9, Hibiscus Park on Key Largo near mile marker 101 from L.J. Gators, LLC for the price of $530,000.

G12. Approval of a contract to purchase Tier 3 property with six ROGO exemptions for affordable housing - Lots 22 and 23, Burtons Addition to Tavernier on Key Largo near mile marker 92 from John F. Gillen, Carol Gillen, and the Lawrence J. Hogan Estate for the price of $975,000.

G13. Approval of a resolution authorizing the purchase of Block 2, Lots 8 and 9, Hibiscus Park

(PB 3-166) with Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, FL, for affordable housing; and authorizing the conveyance of the property (excluding 2 Rate of Growth Ordinance (ROGO) exemptions) to Monroe County subject to a Land Use Restriction Agreement (LURA).

G14. Approval of a resolution authorizing the purchase of Lots 22 and 23, Burtons Addition to Tavernier (PB 2-82) with parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, FL, for affordable housing; and authorizing the conveyance of the property (Excluding 6 Rate Of Growth Ordinance (ROGO) Exemptions) to Monroe County subject to a Land Use Restriction Agreement (LURA).

ADJOURNMENT

H. FIRE & AMBULANCE DISTRICT 1 BOARD OF GOVERNORS

H1. Approval by the BOG for Employment Agreement with Nina Burgess for Fire Rescue EMS Billing Specialist position with an increase in annual salary from $52,000 to $57,200 to commence on February 19, 2024 and terminate on February 18, 2026.

ADJOURNMENT

I. AIRPORTS

I1. Approval of 7th Amendment to Agreement with Cliffhanger Janitorial, Inc., for janitorial services at the Key West International Airport, increasing annual contract sum by 3.4% CPI adjustment (from $513,831.62/yr. to $531,301.90/yr.) plus an additional $24,700.00 per month for providing janitorial services in the TSA leasehold; the agreement is fully funded by Airport Operating Fund 404.

I2. Approval of a First Extension to extend the Financial Advisor Consultant Services Agreement with Frasca & Associates, LLC for one-year for the Key West International Airport Concourse A and Terminal Improvements Program. The Task Orders will be funded by EYW Planning Studies FDOT Contract G1Q04 and/or Airport Operating Fund 404.

I3. Approval to advertise a public hearing for April 17, 2024 for the purpose of receiving comments and hearing discussion concerning the Countys proposed additional draws of not to exceed $1,340,000, in aggregate principal amount against its Tax-Exempt Master Airport Revenue Note (PNC Bank, National Association Line of Credit), Series 2024.

I4. Report of Airport change orders reviewed by the County Administrator/Assistant County Administrator.

I5. Approval of updated Minimum Standards for Commercial Aeronautical Activities at the Key West International Airport to foster, encourage, promote and develop commercial aeronautical activities at the Airport.

I6. Approval of a Resolution establishing and adopting a uniform set of rules and regulations for the management, governance and use of the Key West International Airport as set for in Exhibit A attached to the Resolution.

I7. Approval of a sponsorship contract with Race World Offshore, LLC in the amount of $7,500 for the Key West International Airport to sponsor the second annual Race World Offshore 7-Mile Offshore Grand Prix powerboat races in Marathon, Florida, under Airport promotional sponsorships Resolution No. 123-2021.

I8. Approval of a sponsorship contract with Special Olympics, Florida, in the amount of $3,000

for the Key West International Airport to sponsor sports training and competition in a variety of Olympic-type sports throughout the Florida Keys under Airport promotional sponsorships Resolution No. 123-2021.

I9. Approval of Resolution promulgating an administrative directive for the purpose of setting forth the terms under which a parcel of land, subject to FAA grant assurances, at the Florida Keys Marathon International Airport will be leased to the Monroe Department of Emergency Management from the Monroe County Department of Airports.

I10. Approval of a Lease Agreement with Greyhound Lines, Inc. for 492 square feet of office and support space located in the airport support services building located at the Key West International Airport for use in transporting passengers and other property.

J. PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

J1. Approval of Work Order No. 03 to Complete Additional Data Collection Runs for the 2023 U.S. 1 Arterial Travel Time and Delay Study ("ATTDS") in Segments 13-24, in the Amount of $57,704.85 Pursuant to the AECOM Transportation Planning Continuing Services Contract, Which Is Funded Through a Joint Participation Agreement ("JPA") from the Florida Department of Transportation ("FDOT"), of Which Monroe Countys Portion of the Cost for This Work Order is $7,213.10.

J2. Approval to appoint Mr. William R. Campbell, Professional Engineer license 79269, to the Construction Board of Adjustment and Appeals (CBAA) as a registered professional engineer for one three-year term beginning January 2024 and ending January 2027.

J3. Approval to appoint Mr. Thomas G. Walker, Professional Engineer license 31462, to the Construction Board of Adjustment and Appeals (CBAA) as an alternate registered professional engineer member for one three-year term beginning January 2024 and ending January 2027.

J4. Approval of a Resolution Setting the Time, Date, and Place for a Public Hearing to Consider Approval of a Resolution Renouncing and Disclaiming Portions of the Right-of-Way of Magnolia Street, Hibiscus Street, Oleander Street, Poinsetta Avenue, Bougainvilla Avenue and an Unnamed Right-of-Way, as shown on the Key Largo plat of Ocean Acres, Plat Book 1, Page 188, Official Records of Monroe County, Florida.

J5. Approval of a Resolution Setting the Time, Date, and Place for a Public Hearing to Consider Approval of a Resolution, Requested by Island Construction Management Inc. as Agent for Magnolia 101 LLC, Renouncing and Disclaiming the Right of the Monroe County BOCC and Public to a Portion of Right-of-Way Located on a Portion of the Hibiscus Street Right-of-Way, Bounded on the West by a Portion of the Hibiscus Street Right-of-Way Already Abandoned in Favor of and To the Monroe County BOCC as Owner of Square 19 of the Recorded Ocean Acres Plat and State of Florida as Owner of Square 22 of the Recorded Ocean Acres Plat, Bounded on the South by Square 23 of the Recorded Ocean Acres Plat, Bounded on the East by Hibiscus Street Right-of-Way, and Bounded on the North by Square 20 of the Recorded Ocean Acres Plat, as Shown on the Key Largo Plat of Ocean Acres, Plat Book 1, Page 188, Official Records of Monroe County, Florida.

K. CLOSED SESSIONS

No items submitted.

L. COMMISSIONER'S ITEMS

L1. COMMISSIONER LINCOLN: Approval to appoint Mary Stella to the Human Services Advisory Board for a term expiring on 2/21/2026.

M. COUNTY CLERK

M1. Approval of the minutes from the October 18, 2023 regular meeting.

M2. Approval to remove surplus equipment from inventory via disposal or advertise for bid.

M3. Approval of Tourist Development Council expenses for the month of January 2024.

M4. Approval of BOCC Warrants (Including Payroll) for the month of January 2024.

N. COUNTY ADMINISTRATOR

N1. County Administrator's Monthly Report for February 2024.

N2. Approval of the 5th amendment to the Employment Agreement of Roman Gastesi, dated April 16, 2008, to waive the 60 days notice period for resignation in paragraph 7.G. and to accept his resignation effect effective February 23, 2024.

N3. Approval of a letter of support to Florida Senators and Representatives signed by Mayor Merrill Raschein on January 26, 2024 as part of a 4-county effort of the Southeast Florida Climate Compact to support funding of the comprehensive study of the Central and Southern Florida Flood Control Project, which has been authorized by Congress via the 2022 Water Resources Development Act but is not yet funded.

N4. Approval of Third Amendment to Interchange Agreement with the Village of Islamorada, to extend the Agreement for an additional up to sixty (60) days from March 9, 2024 to May 8, 2024; continuing to assign Senior Director Kimberly Matthews to the position; authorization for County Administrator to sign necessary documents.

N5. Approval of resolution approving an amended and revised fee schedule for primary care services, community public health services, vital statistics, medical records, and related administrative charges offered by Monroe County Health Department.

N6. Approval of the Governor's reappointment of Aaron Castillo, Patrick Labrada, and Ailton Lopez and the appointment of William Gonzalez and Linda Hinchcliffe to the Monroe County Housing Authority Board of Commissioners.

N7. SUSTAINABILITY: Authorize a no cost 6-month time extension under amendment no. 2 to planning grant 22PLN66, from the Florida Department of Environmental Protection under the Resilient Florida Grant Program to update the Monroe County Vulnerability Assessment.

N8. SUSTAINABILITY: Approval of Amendment no. 3 to the contract with WSP USA Environment & Infrastructure Inc (formerly Wood) for professional mobile LiDAR services for the five municipalities to extend the contract date retroactive from January 31, 2024 to July 31, 2024.

N9. SUSTAINABILITY: Approval to enter into a $88,668 Task Order #7 to the contract with WSP USA Environment and Infrastructure, Inc. for the on-call Category B Canal Infrastructure Engineering Services, for CEI services to oversee the installation of a demonstration injection well on canal #90 in Key Largo, funded by DEP Grant LPA0241-A2.

O. COUNTY ATTORNEY

O1. CAY Report for February 2024.

O2. Authorization to initiate litigation against FRANCYS M. HELLIESEN and her property, Vacant Land Bigonia Dr., Big Pine Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from code compliance case number CE20010022.

O3. Approval of resolution approving Monroe County Administrative Instruction 4715.6, setting policy regarding the Monroe County post-employment volunteer program as applied to FRS retirees.

O4. Approval to advertise a public hearing regarding adoption of an ordinance establishing new section 4-82 of the Monroe County Code governing animals at Key West International Airport.

O5. Approval to advertise a public hearing regarding adoption of an ordinance amending section 5-21 of the Monroe County Code governing aircraft parking at Key West International Airport.

O6. Approval to advertise a public hearing regarding an ordinance amending section 5-22 of the Monroe County Code governing aircraft runups at Key West International Airport.

O7. Approval of resolution appointing Kevin G. Wilson as Acting County Administrator; delegating authorities to Acting County Administrator; providing for severability; and providing for an effective date.

O8. Approval of the 2nd amendment to the legal services agreement between Monroe County and Kaplan, Kirsch and Rockwell.

P. PUBLIC HEARINGS

P1. A Public Hearing To Consider Approval of a Resolution Approving the Issuance of a Special Permit to Allow a Temporary Construction Staging Area at Property Located at 131 Dubonnet Road, Tavernier, Monroe County, Florida.

P2. A Public Hearing to Consider Approval of a Resolution Approving the Issuance of a Special Permit Allowing a Temporary Construction Staging Area at Property Located at 137 Ivanhoe Court, Tavernier, Monroe County, Florida.

P3. A public hearing to consider an application for issuance of a Class B Certificate of Public Convenience and Necessity COPCN to Aloha Medical Services for the operation of a BLS Transport Service, as well as a Non-Emergency Transport Service in Monroe County, Florida, except for within the city limits of Marathon. for the period 02/01/2024 through 01/31/2026 for responding to requests for inter-facility transports. Aloha Medical Services is not permitted to perform 911 emergency response work in Monroe County.

P4. A Public Hearing to Consider Approval of a Request to Terminate a July 2014 Development Agreement by and between Longstock II LLC d/b/a Stock Island Marina Village ("SIMV") and Successors-in-Interest Stock Island Owner LLC and KW Perry LLC and the Monroe County Board of County Commissioners ("BOCC"), Relating to That Certain Property Located at 7001 and 7025 Shrimp Road, Stock Island, Monroe County, Florida, Currently Having Property Identification Numbers 00123761-000400 and 00123761-000800.

Q. SOUNDING BOARD

Q1. Request by Ms. Stephanie Brown to speak to the Board of County Commissioners regarding the Monroe County Comprehensive Plan and mission to enhance the quality of life by providing outstanding public service that is responsive to the needs of the county citizens.

TIME APPROXIMATE 10:00 AM.

R. COMMISSIONER'S COMMENTS

A1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: A1
2023-2145

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT:

AGENDA ITEM WORDING: Approval of agenda

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: B1
2023-2146

BULK ITEM: No

DEPARTMENT: District 1

TIME APPROXIMATE:
n/a

STAFF CONTACT: Amanda Leggett

AGENDA ITEM WORDING: Presentation of proclamation honoring the Key West High School Band.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

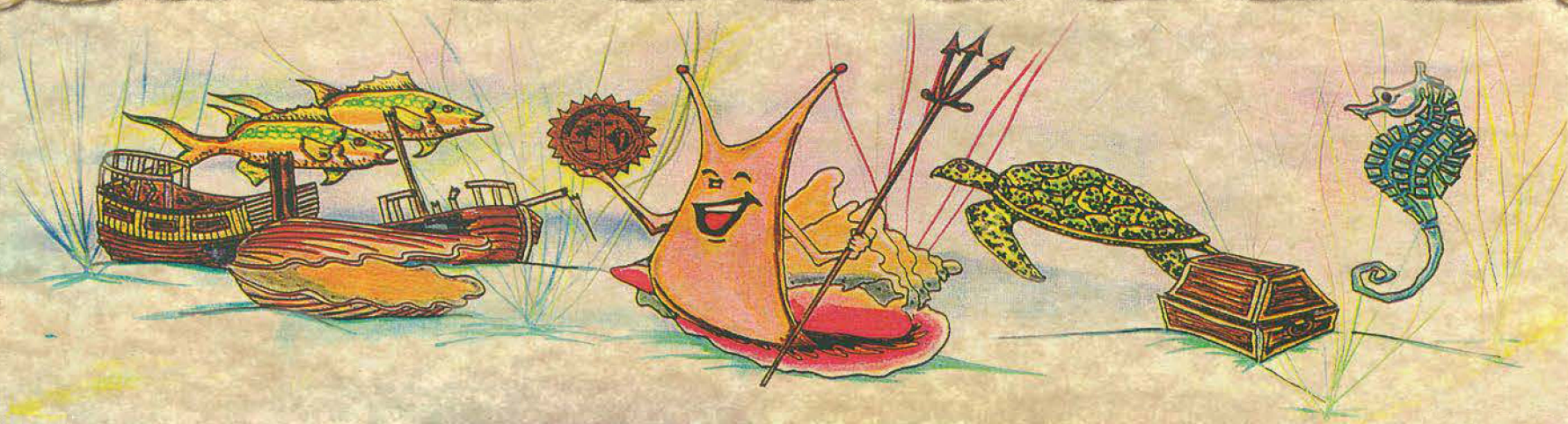
CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

Key West High School Band.pdf

FINANCIAL IMPACT:



Mayor's Proclamation

Honoring the Key West High School Band

WHEREAS, the Key West High School Band has distinguished itself as the oldest and largest performing music ensemble in the Florida Keys, embodying a tradition of excellence spanning over 106 years; and

WHEREAS, the marching band, colorguard, jazz band, and concert bands within the program have consistently garnered superior ratings at their music performance assessments, showcasing their commitment to musical mastery; and

WHEREAS, the program's dedication to goal-oriented, student-led initiatives has fostered fine performances, enriching the lives of our children through the art and craft of music, with over 35 public performances annually; and

WHEREAS, the Key West High School Band has proudly represented our community on numerous international stages, including annual visits to Cuba, Mexico City, Washington DC, Rome, and London, showcasing the joy of musical performance to audiences worldwide; and

WHEREAS, in early 2023, the KWHS Band received the prestigious invitation to be one of only 20 marching bands from the United States to partake in the New Year's Day parade in London, England, the largest stage the band has ever performed on, with over 10,000 participants and more than 800,000 parade audience members lining the streets, in addition to millions of television viewers worldwide; and

WHEREAS, the parade was broadcast live on PBS and YouTube with over 380 million viewers on New Years Day 2024, providing a platform for the Key West High School Band's Marching Conchs to represent Key West High School, the City of Key West, Monroe County, the state of Florida, and the United States of America on the esteemed world stage of the London New Year's Day Parade;

NOW, THEREFORE, be it proclaimed by the County Commission of Monroe County, Florida, that we extend our heartfelt congratulations and deepest appreciation to the Key West High School Band for their dedication, talent, and outstanding achievements, and commend them for their role as ambassadors of our community and nation on the global stage of the London New Year's Day Parade.

_____

Holly Merrill Raschein, Mayor

C1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C1
2023-1676

BULK ITEM: Yes

DEPARTMENT: Guardian Ad Litem

TIME APPROXIMATE:
No

STAFF CONTACT: Alexsa Leto

AGENDA ITEM WORDING: Approval of Agreement with Statewide Guardian Ad Litem Office for Administrative Assistant 3 position, a State OPS position, on a reimbursement basis.

ITEM BACKGROUND:
Based upon the Statewide GAL Office's certification of need, the County agrees to provide funding to pay for salary and benefits sufficient to pay for one (1) Guardian ad Litem Senior Administrative Assistant 3 position to assist with the operation of the Statewide Guardian ad Litem Office- Circuit 16th Circuit's Guardian ad Litem program in Monroe County.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
The County will provide funding on a reimbursement basis for the Administrative Assistant 3, subject to annual appropriation of the BOCC.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

ILA Admin Assistant 3 position with exhibits.pdf

FINANCIAL IMPACT:

$44,941.28 - $69,658.98

AGREEMENT WITH STATEWIDE GUARDIAN AD LITEM OFFICE FOR REIMBURSEMENT OF ADMINISTRATIVE ASSISTANT 3 SERVICES

THIS INTERLOCAL AGREEMENT is made and entered as of January 31, 2024, by and between the **STATEWIDE GUARDIAN AD LITEM OFFICE (hereinafter "GAL") and MONROE COUNTY, a political subdivision of the State of Florida (hereinafter "County"),** which when referenced together shall be called "the Parties."

WITNESSETH

WHEREAS, in the 2012 regular legislative session, the Florida legislature passed SB 1960, now codified in § 39.8297, F.S., which in pertinent part states that the Statewide Guardian Ad Litem Office may enter into an agreement by which a county agrees to provide funding to the local guardian ad litem office in order to employ persons who will assist in the operation of the GAL program within the county, and that any such agreement, at a minimum, must provide that the statewide office shall fully indemnify the County for any liability for violation for state and federal laws by the Statewide Guardian Ad Litem Office, its agents or employees as authorized by § 768.28(19), F.S, to the extent such liability is the result of the acts or omissions of the Statewide Guardian ad Litem Office or its agents or employees; and

WHEREAS, the Monroe County Board of County Commissioners ("Board") recognizes the benefit the Sixteenth Judicial Circuit GAL Program provides to the County's children involved in the dependency system and desires to provide, within its discretion, additional personnel support to the local GAL program as set forth herein; and

WHEREAS, the Board further desires the personnel services provided herein shall not result in it or the County bearing employment liability risk as a result of the fact that the County will not be able to manage, control, or oversee the personnel funded under this Agreement, nor the work environment in which such personnel will work; and

WHEREAS, on December 12, 2012, retroactive to July 1, 2012, the Board of County Commissioners approved an Interlocal Agreement with the Statewide Office of the Guardian Ad Litem, in order to pay for a Senior Administrative Assistant position (1.0 FTE). The employee occupying the position has subsequently been promoted and now occupies the position of Manager, Guardian Ad Litem; and

WHEREAS, on December 12, 2012, the Board of County Commissioners also approved funding for a second position (initially with the job title Case Coordinator, and subsequently with the job title Child Advocate Manager), which position was classified by the State as an Other Personal Services (OPS) position. The County provided funding for this position on a reimbursement basis; and

WHEREAS, the Statewide Office of the Guardian Ad Litem has now requested that the County establish a third GAL position, for an Administrative Assistant 3; and

WHEREAS, this Interlocal Agreement is entered into pursuant to § 163.01, Florida Statutes, and the Parties have the authority pursuant to § 163.01 to enter into said Agreement concerning the provision of the GAL services under a joint exercise of power hereinafter described, and, in particular, to spell out the manner of employing necessary personnel pursuant to § 163.01(5)(g); and

WHEREAS, the Board desires to achieve these aims by entering into this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter provided, the Parties agree as follows:

SECTION ONE: POSITION AND GUARDIAN AD LITEM RESPONSIBILITIES

A. The Board of County Commissioners has agreed to provide funding for an Administrative Assistant 3 position for the GAL Program.

B. The duties and responsibilities of the Administrative Assistant 3 position will be as shown in the job description attached hereto as Attachment "A."

C. The GAL agrees to pay the individual hired in this position at the rate of $ 21.72 per hour at 40 hours per week for the term of this Agreement.

D. The GAL agrees to manage and supervise the individual hired in this position pursuant to GAL personnel policies and procedures.

E. The parties agree that the employee will be hired, supervised, managed, and terminated by the Executive Director of the Statewide Guardian Ad Litem Office.

F. The GAL program shall be considered the employer for all purposes, except that the County is the employer for purposes of Florida Statutes section 440.10 (workers' compensation) and chapter 443 (unemployment), only.

SECTION TWO: COUNTY RESPONSIBILITIES

A. The County agrees to reimburse the GAL at 100% of the actual cost of salary, as well as for any and all payment of FICA taxes, withholding taxes, state and federal unemployment taxes, and employer contribution to retirement benefits and insurance benefits, not to exceed the amount budgeted for the position each fiscal year. The maximum amount to be funded during the current term of this Agreement is $68,444.00.

B. The County shall provide payment under this Agreement on a case reimbursement basis. Reimbursement shall be made monthly based on the GAL's submission and the County's approval of a monthly invoice. Payment shall be made in accordance with the Florida Local Government Prompt Payment Act. The GAL agrees to provide the County with documentation of all costs represented on the invoice if

requested and the County may require documentation of expenditures prior to approval of the invoice, and may withhold payment if services are not satisfactorily completed or the documentation is not satisfied. Any payment due or any approval necessary under the terms of the Agreement may be withheld until all evaluation and documentation expenditures from the GAL and necessary adjustments thereto have been approved by the County. However, the County agrees to use due diligence in approving and to proceed with a sense of urgency and priority in making reimbursement to the GAL.

C. The County shall only reimburse those reimbursable expenses that are reviewed and approved as complying with the Monroe County Code of Ordinances, state laws and regulations, which are submitted in accordance with Attachment B, Expense Reimbursement Requirements. Evidence of payment by the Statewide Guardian ad Litem Office or the local GAL office within the 16th Judicial Circuit shall be in the form of a letter, summarizing expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment C.

D. After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the entity that submitted the request. The total of said reimbursement expense payments shall not exceed the total amount authorized by Monroe County Board of County Commissioners through the budgetary process.

E. Reimbursement by the County shall be made to the GAL at the following address:

Statewide Guardian ad Litem Office
Financial Resources
P.O. Box 10628
Tallahassee, FL 32302

F. The payments from the County to the GAL made pursuant to this Agreement are (i) sourced from income of a revenue nature received from taxes and fees levied by the County, a political subdivision to the State of Florida; (ii) are intended for the exclusive use of the GAL; and (iii) pursuant to 215.22(2) F.S., are exempt from the appropriation and service charge referenced in 215.20 F.S.

G. Persons funded under this Agreement may be terminated after a substantial breach of the Agreement or because funding to the program has been expired.

SECTION THREE: PUBLIC RECORDS AND HOLD HARMLESS

A. All records and contracts required by this Agreement shall be available for audit, inspection or copying during normal business hours and as often as the County through their employees or agents may deem necessary and appropriate, except for those records that are confidential and exempt from disclosure pursuant to Florida

law. Such records shall be maintained by the GAL in accordance with the State retention schedule. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement as permitted by law.

B. The GAL shall maintain at the Program office within the Sixteenth Judicial Circuit the complete and accurate records and supporting documentation of the work and/or services provided by this position, as well as expenses, costs, invoices, and materials provided and performed and chargeable by the GAL to the County.

C. The Statewide GAL Office is responsible for compliance with all requirements of federal and state employment laws, and, to the extent set forth in F.S. 768.28, shall fully defend, hold harmless and indemnify the County from any liability under such laws, as authorized by s. 768.28(19), F.S., to the extent such liability is the result of the acts or omissions of the Statewide Guardian Ad Litem Office or its agents or employees, including but not limited to claims arising under Title VII of the Civil Rights Acts of 1964; Title I of the Americans with Disabilities Act, 43 U.S.C. § 1983; the Family Medical Leave Act; the Fair Labor Standards Act; chapters 440, 443, 447 and 760, Florida Statutes; Section 112.3187, F.S.; and the Age Discrimination in Employment Act, as amended from time to time.

SECTION FOUR: TERM/EFFECTIVE DATE

This Agreement shall commence on January 31, 2024 and continue through June 30, 2024. At the conclusion of this term, the Parties may agree to renew this agreement for the following fiscal year. Any such agreement requires the prior written consent of the Board of County Commissioners. Absent written agreement to continue the terms of this Agreement by July 1, 2024, this Agreement shall lapse and/or automatically terminate. Continuation of this Agreement is subject to annual appropriation by the Board.

SECTION FIVE: BUDGET

Any and all funds provided by the County shall be used for the position described herein and any unused portions of funds shall be returned to the County within thirty (30) days of the end of the state fiscal year 2023 -2024, with an accounting summary to reflect how and to what extent funds were used.

SECTION SIX: PUBLIC RECORDS

The Parties acknowledge that this Agreement and any related financial records, audits, records, plans, correspondence, and other documents related to this agreement may be subject to public disclosure pursuant to Chapter 119, Florida Statutes. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party, without prejudice to any right or remedy, and after giving that party five (5) days written notice and that party fails to allow access to such documents within that period, may terminate this Agreement.

SECTION SEVEN: COMPLETE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective absent a written document executed by the Parties hereto.

The foregoing sets forth the terms and conditions of the Agreement between the GAL and the County. This Agreement takes effect on the date last signed below.

IN WITNESS WHEREOF, the Parties hereto have executed by signature their agreement herewith as of the date last shown below.

APPROVED:

Attest: KEVIN MADOK, CLERK

By: As Deputy Clerk
Date:

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: Holly Merrill Raschein, Mayor
Date:

STATEWIDE GUARDIAN AD LITEM OFFICE

By: Dennis W. Moore, Executive Director
Date: 1/19/24

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 1-24-2024

Cynthia L. Hall

Job Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Job Title: **Administrative Assistant 3**

Department: Guardian Ad Litem Program

Pay Grade: 304

FLSA Status: Non-exempt

JOB SUMMARY

The primary function of this position is responsible work performing a variety of secretarial, administrative support and clerical duties for the Circuit Director as well as assist other staff and volunteers. The Administrative Assistant 3 works independently under the general supervision and must exercise discretion with sensitive and confidential information.

ESSENTIAL JOB FUNCTIONS

- Carries out assignments as instructed or uses own initiative to carry out assigned duties.
- Maintains calendar, schedules appointments and makes travel arrangements for Circuit Director or personnel as deemed necessary.
- Operating office equipment such as fax machines, copiers, and phone systems, and using computers for spreadsheet, word processing, database management, and other applications.
- Creates and maintains accurate contact lists.
- Composes correspondence for review and signature as well as reviewing work done by others to check for correct spelling and grammar, ensuring that program format is followed, and recommending revisions.
- Maintain proper documentation on case activity. Ability to communicate effectively with people from culturally and economically diverse backgrounds, and people involved in emotionally distressing situations. Maintain confidentiality concerning sensitive information.
- Assists with department budgets as needed.
- Assists with processing of invoices, purchase orders, and requests to purchase.
- Distributes paper and Electronic incoming and outgoing mail for the office as well as mailing newsletters, promotional material and other information.
- Setting up and Maintain paper & electronic filing systems and volunteer and staff files for records, correspondence, and other materials.

- Establishing collaborative, customer focused, working relationships with all members of the circuit wide GAL staff, and volunteers as well as with child welfare personnel, court personnel, other County, State and local government personnel, and the general public.
- Scans documents/files into Optima and Alchemy.
- Maintains paper and electronic files, copies, scans documents; composes and responds to emails; and transcribes minutes.
- Answers telephone and greets and assists the public.
- Maintains office stock supplies.
- Performs other related job duties as assigned.
- In the event of special, emergency, or disaster situations, employee may be required to work schedules other than those for which they are regularly scheduled in any capacity deemed appropriate.

QUALIFICATIONS

Education and Experience:
High School Diploma or GED. 2 to 3 years minimum of prior related work experience.

Special Qualifications:
None.

Knowledge, Skills and Abilities:

- Ability to work from a general outline of duties and responsibilities; Other employees assist in completing work. Knowledge of the rules of English Grammar, spelling and punctuation and arithmetic.
- Knowledge of Office practices and procedures.
- Skill in the use of personal computers, Microsoft Office Products, and various types of machinery (photocopiers, calculators, telephones, cell phones, fax machines, etc.) Ability to utilize and effectively operate a personal computer, including using software programs such as Word, Excel, Power point and Outlook.
- Ability to communicate effectively with all stakeholders and with people facing varying degrees of stress and emotional instability.
- Ability to work patiently with the general public and to work effectively and cooperatively with staff.
- Skilled in all forms of communication: public speaking, oral and written communication as well as social media platforms.
- Ability to maintain proper documentation on recruiting activity.
- Ability to set up, organize and maintain a comprehensive filing system.
- Ability to maintain proper documentation on case activity.
- Ability to assist in the preparation of detailed court reports recommending a course of action.
- Ability to maintain strict confidentiality.
- Ability to prepare detailed reports on the effectiveness of the program.

- Ability to make decisions that govern my activities as well as others.
- Knowledge of clerical or trades-based tasks.

PHYSICAL DEMANDS

The work is sedentary and requires exertion up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Additionally, the following physical abilities are required:

- Balancing: Maintaining body equilibrium to prevent falling while walking, standing or crouching on narrow, slippery, or erratically moving surfaces. The amount of balancing exceeds that needed for ordinary locomotion and maintenance of body equilibrium.
- Climbing: Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.
- Grasping: Applying pressure to an object with the fingers and palm.
- Handling: Picking, holding, or otherwise working, primarily with the whole hand.
- Hearing: Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
- Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
- Manual Dexterity: Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Mental Acuity: Ability to make rational decisions through sound logic and deductive processes.
- Reaching: Extending hand(s) and arm(s) in any direction.
- Repetitive Motion: Substantial movements (motions) of the wrist, hands, and/or fingers.
- Speaking: Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- Standing: Particularly for sustained periods of time.
- Talking: Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Visual Acuity: Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

WORK ENVIRONMENT

Work is performed in a dynamic environment that requires incumbent to be sensitive to change and responsive to changing goals, priorities, and needs.

The Statewide Office of Guardian Ad Litem has the right to revise this job description at any time.
This description does not represent in any way a contract of employment.

_____	_____
Employee Signature	Date
_____	_____
Supervisor or Director Signature	Date
_____	_____
Statewide Office of Guardian Ad Litem Signature	Date

E.O.E. *Employer does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or military service in employment or the provision of services.*

ATTACHMENT B

Expense Reimbursement Requirements

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, support for applicable payroll taxes.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT C

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of_____ to_____.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 200___
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C2
2023-1823

BULK ITEM: Yes

DEPARTMENT: Employee Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Mark Gongre

AGENDA ITEM WORDING: This agenda item seeks approval of Task Orders Nos. 5, 6, and 7 totaling $366,149.79 under Master Agreement with Safeware, Inc. to install access control and video systems at three County workplaces as part of the County's Building Security Plan. Per Section 119.0701(3)(a), Florida Statutes (2023) information that would identify the locations where the work will be performed or specific components of the security system to be installed have been redacted. The Task Orders call for the work to be accomplished by Sept. 30, 2024.

ITEM BACKGROUND:
In 2018, the County conducted a Facility Security Vulnerability Assessment ("Assessment") of County buildings. As a result of that Assessment, recommendations were made and approved by the Board of County Commissioners to improve the safety and security within our workplaces and facilities, to include access control, video surveillance, emergency hazard detection, and other related systems.

In September 2021, the BOCC granted approval of a limited contract with Safeware, Inc. for security installations at two specific County buildings.

In December 2021, the BOCC granted approval and authorized execution of a Master Agreement with Safeware, Inc., to provide public safety and security systems at County buildings as needed, pursuant to Board direction from the results of the Facility Security Vulnerability Assessment previously conducted. They also granted approval and authorized execution of Task Orders Nos. 1, and 2 with Safeware, Inc., to install access control and video systems at two County workplaces as part of the County Building Security Plan.

In December 2022, the BOCC granted approval and authorized execution of Task Orders Nos. 3, and 4, under the Master Agreement with Safeware, Inc. to install access control and video systems at two County workplaces as part of the County Building Security Plan.

PREVIOUS RELEVANT BOCC ACTION:

12/7/2022: Board granted approval of Task Orders Nos. 3, and 4.
12/8/2021: Board granted approval of Master Agreement with Safeware, Inc., and Task Orders Nos 1, and 2.
9/15/2021: Board granted approval of initial contract with Safeware, Inc.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Approval of Task Orders Nos. 5, 6, and 7.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

120821.BOCC Agenda Item C8.Safeware, Inc. Master Agreement.pdf
Safeware, Inc.Certificates of Insurance.expires 070124.pdf
Task Order 5.full.redacted.pdf
Task Order 6.full_Redacted.pdf
Task Order 7.full_Redacted.pdf

FINANCIAL IMPACT:
Fund 503, Cost Center 05102 – Loss Control Risk Management

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: December 17, 2021

TO: Mark Gongre
Safety & Security Administrator

FROM: Pamela G. Hancock, D.C.

SUBJECT: December 8th BOCC Meeting

Attached is an electronic copy of the following item for your handling:

C8 Master Agreement with Safeware, Inc. to provide public safety and security systems at County buildings as needed, pursuant to Board direction from the results of the Facility Security Vulnerability Assessment previously conducted; and granted approval and authorized execution of Task Orders 1 and 2, totaling $671,812.48 with Safeware, Inc., to install access control and video systems at two County workplaces as part of the County building security plan.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

MASTER AGREEMENT FOR THE PURCHASE AND INSTALLATION OF PUBLIC SAFETY AND SECURITY SYSTEMS

This Agreement ("Agreement") made and entered into this 8th day of December, 2021 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

Safeware, Inc., a Foreign Limited Liability Company of the State of Florida, whose principal address is 4403 Forbes Blvd. Lanham, MD 20706 its successors and assigns, hereinafter referred to as "Safeware" or "CONTRACTOR",

WITNESSETH:

WHEREAS, the COUNTY is in need of Public Safety, Preparedness, Safety Equipment and Solutions; and

WHEREAS, County staff has researched various products and services offered for this purpose and has determined the best option to meet the County's needs is an equipment and services solution represented by Safeware; and

WHEREAS, CONTRACTOR has agreed to provide public safety, preparedness, safety equipment and solutions at various Monroe County faciliites designed for security in general including access control. The services shall include computing hardware, software and field equipment, installation and configuration of a turn-key system, including labor; and

WHEREAS, this Agreement will be utilizing competitively bid contracts and pricing through U.S. Communities, part of OMNIA Partners, a cooperative purchasing organization for public sector procurement; and

WHEREAS, Safeware has two contracts available for use through Omnia Partners, both for which are for Public Safety, Preparedness, Safety Equipement and Solutions. One of the contracts is through Fairfax County, Virginia for Public Safety, Preparedness, Safety Equipment and Solutions (Safeware Master Agreement Contract #4400008468; effective 10/1/18 to 9/30/23 with option to renew for five (5) years through 9/30/28) and the other one is through Port of Portland, Oregon (Safeware Contract # 159469, effective April 1, 2021 through April 1, 2026 with option to renew for two additional one-year periods through April 1, 2028); and

WHEREAS, the Fairfax County agreement and the Port of Portland agreement were issued by local government entities on behalf of themselves but are also available to other state and local government entities, and Monroe County wishes to take advantage of one or both.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONTRACTOR makes the following express representations and warranties to the COUNTY:

1.1.1 The CONTRACTOR shall maintain all necessary licenses, permits or other authorizations necessary to act as CONTRACTOR for the Project until the CONTRACTOR'S duties hereunder have been fully satisfied;

1.1.2 The CONTRACTOR has become familiar with the site(s) and the local conditions under which the Project is to be completed.

1.1.3 The CONTRACTOR shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work completed and shall be in conformity and comply with all applicable law, codes and regulations. The CONTRACTOR warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information;

1.1.4 The CONTRACTOR assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.5 The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the CONTRACTOR.

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

1.1.7 The CONTRACTOR shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting

employment under this agreement or with the provision of services or goods under this agreement.

ARTICLE II
SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONTRACTOR'S Scope of Basic Services consist of those described in Attachment A. From time to time the County shall Task Orders for those services described in Attachment A and the CONTRACTOR shall perform services as described in individual Task Orders in accordance with the terms and conditions outlined in this Agreement and the specific Task Order.

2.3 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the COUNTY by certified mail, return receipt requested, to the following:

Bryan Cook
Employee Services Director
Historic Gato Cigar Factory
1100 Simonton Street, Suite 2-268
Key West, FL 33040

And: Alan MacEachern
IT Director
Monroe County BOCC Information Technology
102050 Overseas Highway, MM 102.5
Key Largo, FL 33037

And: Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the CONTRACTOR:
Peter Van Kirk
4403 Forbes Blvd.
Lanham, MD 20706-4328

ARTICLE III
ADDITIONAL PRODUCTS AND SERVICES

3.1 Additional products and services are those products and services not included in the Scope of Basic Services.

3.2 If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested products and services to the CONTRACTOR. The CONTRACTOR shall respond with a fee proposal, in accordance with the competitive pricing for the two contracts shown as Attachment A, to provide the requested products and/or to perform the requested services. Only after receiving a Task Order for the additional services issued by the COUNTY shall the CONTRACTOR proceed with the Additional Services. Any such Task Order must be funded and approved by the Board of County Commissioners.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 The COUNTY shall provide complete and accurate information and cooperation regarding requirements for the Project including access to county offices and facilities.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to request for information submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR'S services.

4.3 Prompt written notice shall be given by the COUNTY and the CONTRACTOR's representative if either become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.

4.4 The COUNTY shall furnish required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONTRACTOR'S services.

4.5 The COUNTY's review of any information or documents prepared by the CONTRACTOR or its subcontractors shall be solely for the purpose of determining whether such information or documents are generally consistent with the COUNTY's criteria for the Project. No review of such information or documents shall relieve the CONTRACTOR of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 The CONTRACTOR covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its

officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR, subcontractor(s) and other persons employed or utilized by the CONTRACTOR in the performance of the contract.

5.2 The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

5.3 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR'S failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify COUNTY from any and all increased expenses resulting from such delays.

5.4 This indemnification shall survive the expiration or early termination of the Agreement.

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONTRACTOR shall assign only qualified personnel to perform any service concerning the project.

ARTICLE VII
COMPENSATION and TERM

7.1 COMPENSATION BASED ON SPECIFIED RATES

7.1.1 The COUNTY shall pay the CONTRACTOR monthly in current funds for the CONTRACTOR'S performance of this Agreement based on quotations for each project, each of which shall be based on the competitively bid pricing used for the contracts shown in Attachment A, and each of which shall be incorporated in each Task Order issued by the COUNTY.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONTRACTOR shall be paid monthly. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

(A) If the CONTRACTOR'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONTRACTOR shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONTRACTOR shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered. The CONTRACTOR'S invoice shall describe with reasonable particularity the service rendered. The CONTRACTOR'S invoice shall be accompanied by such supporting documentation or data in support of expenses for which payment is sought that is acceptable to the Clerk based on generally accepted account principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

7.3 BUDGET AND REIMBURSEABLE EXPENSES

7.3.1 The CONTRACTOR may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.

7.3.2 The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

7.3.3 It is anticipated that no reimbursable expenses will be incurred by the CONTRACTOR. Expenses will only be reimbursed if authorized by the County in writing in advance and to the extent and in the amount authorized by Section 112.061, Florida Statutes.

7.4 TERM OF AGREEMENT

The term of this Agreement shall begin on the date executed by both parties ("Effective Date") and shall continue while either of the two contracts attached as Attachment A is still in force and effect, after which this Agreement will expire.

ARTICLE VIII
INSURANCE

8.1 The CONTRACTOR shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR'S failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any

cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.3 CONTRACTOR shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440.

B. Employers Liability Insurance with limits of $1,000,000 per Accident, $1,000,000 Disease, policy limits, $1,000,000 Disease each employee (See Form WC!3).

C. General Liability Insurance, including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONTRACTOR or any of its employees, agents or subcontractors or subcontractors, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with $1,000,000 Limits (See Form GL3).

   An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported must extend for a minimum of 48 months following the termination or expiration of this contract.

D. Vehicle Liability Insurance of $1,000,000 limits. (See Form VL3.)

E. Cyber Liability Insurance to include the following coverages: Data Breach, Network Security Liability, Internet Media, Network Extortion, regulatory Proceedings, PCI Fine and Cost. The minimum limits acceptable is: $1,000,000. (See Form CL1)

F. COUNTY shall be named as an additional insured with respect to CONTRACTOR'S liabilities hereunder in insurance coverages identified in Paragraphs C!and D.

G. CONTRACTOR shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of CONTRACTOR if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subcontractors.

H. CONTRACTOR shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.

I. If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 SECTION HEADINGS

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

9.2 SUCCESSORS AND ASSIGNS

The CONTRACTOR shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and the CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

9.3 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.4 TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for

breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

E. For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

F. For Contracts of $1,000,000 or more, if the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

9.5 CONTRACT DOCUMENTS

This contract consists of this Agreement, the contracts attached as Attachment A, any Requests for Proposals (issued by the lead agencies under OMNIA Partners), any addenda, the Form of Agreement (Articles I-IX)/This Agreement, the CONTRACTOR'S response to the RFP, the documents referred to in the Form of Agreement as a part of this Agreement, and modifications made after execution by written amendment. In the event of any conflict between any of the Contract documents, this Agreement will control or alternatively the one imposing the greater burden on the CONTRACTOR will control.

9.6 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subCONTRACTOR has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

CONTRACTOR will promptly notify the COUNTY if it or any subcontractor or subCONTRACTOR is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.7 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the final payment or termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the final payment or termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.8 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONTRACTOR agree that venue shall lie in the 16th Judicial Circuit, Monroe County, Florida, in the appropriate court or before the appropriate administrative body. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

9.3 SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.10 ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

9.11 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

9.12 AUTHORITY

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

9.13 CLAIMS FOR FEDERAL OR STATE AID

CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

9.14 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of paragraph 9.4 concerning termination or cancellation.

9.15 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.16 NONDISCRIMINATION

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9.17 COVENANT OF NO INTEREST

CONTRACTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

9.18 CODE OF ETHICS

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

In accordance with Section 5 (b) Monroe County Ordinance No. 010-1990, CONTRACTOR warrants that he/it had not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of *Ordinance No. 020-1990*. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

9.19 NO SOLICITATION/PAYMENT

The CONTRACTOR and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.20 PUBLIC ACCESS.

Public Records Compliance. CONTRACTOR must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONTRACTOR in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR . Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.
The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the CONTRACTOR is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR . A CONTRACTOR who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

9.21 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONTRACTOR and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

9.22 PRIVILEGES AND IMMUNITIES

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

9.23 LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

9.24 NON-RELIANCE BY NON-PARTIES

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

9.25 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONTRACTOR agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract fee and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

9.26 NO PERSONAL LIABILITY

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

9.27 EXECUTION IN COUNTERPARTS

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

9.28 E-VERIFY SYSTEM

Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

9.29 UNCONTROLLABLE CIRCUMSTANCE

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of

an Uncontrollable Circumstance. The Contractor may only seek a no cost extension for such reasonable time as the Owners Representative may determine.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest:

BY: Jeannette A Rascoe
Title: Vice President

CONTRACTOR

By: Jessica M Faulkner
Title: Assistant Secretary

END OF AGREEMENT

Approved as to form and legal sufficiency:
Monroe County Attorney's Office
11-19-2021
Cynthia L. Hall

FILED FOR RECORD
2021 DEC 17 PM 1:16
CLERK CIR. CT.
MONROE COUNTY, FL

Attachment A- Scope of Services

The Scope of Services shall consist of all services covered under County of Fairfax (Virginia) Contract Number 4400008468 and Port of Portland (Oregon) Contract # 159469 as reflected in the attached contracts.

Attachments:

- County of Fairfax (Virginia):
    - Acceptance Agreement
    - Attachment A from RFP2000002547 (Detailed Specifications for Public Safety Categories), incorporated by reference in County of Fairfax (Virginia) Contract Number 4400008468

- Port of Portland (Oregon) Contract # 159469

Attachment A

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: JUN - 7 2018

Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

Acceptance Agreement

Contract Number: 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

1) This Acceptance Agreement; and

2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent
AD

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

MEMORANDUM OF NEGOTIATIONS
RFP 2000002547
Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

a. The County's Request for Proposal RFP 2000002547 and all Addenda;
b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
c. The Contractor's response to clarification questions dated March 28, 2018.
d. The Contractor's response to items for negotiation dated April 12, 2018.
e. This Memorandum of Negotiations;
f. County's purchase order;
g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.

2. The Contractor shall provide eCommerce rebates as outlined below:

   - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
   - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
     - Conditions: The agency total purchases for the annual contract period must be greater than $20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

3. Large sales greater than $20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.

4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.

5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.

6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.

7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   The contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:

Safeware, Inc. — Date: 6/6/18

Shawn Murray
Mallory Safety and Supply, LLC. — Date: 6/6/18

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent — Date: 6/7/18

ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES

PUBLIC SAFETY CATEGORIES

The following categories are by way of example only and are not meant to limit the broad range of products that might be available from potential offerors. Product Category Examples (Note: Items 1-31 are compiled, in part, from the Office of Domestic Preparedness' Authorized Equipment List and The InterAgency Board's Standardized Equipment List):

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment, such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Ballistic Threat Body Armor & Helmets (not for riot suppression)
- Blast and Ballistic Threat Eye Protection (not for riot suppression)
- Blast and Overpressure Threat Ear Protection (not for riot suppression)
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit; Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Robot; Robot Upgrades
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Track Explosive Detector

3. Environmental Monitoring

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

4. CBRNE Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices; hearing protection
- Search cameras (including thermal and infrared imaging)
- Breaking devices (including spreaders, saws and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block
- and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans

ATTACHMENT A

5. Interoperable Communications Equipment

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

- Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals

6. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Detection Kits/Paper for all chemical agent identification and detection
- Multi-Gas Meters
- Hazard Categorizing (HAZCAT) Kits
- Surface Acoustic Wave Detector
- Spectrometers
- Colormetric Tube/Chip Kit specific for TIC s and CBRNE applications
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Protective cases for sensitive detection equipment storage & transport
- Point Detection Systems/Kits (Immunoassay or other technology)
- Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

7. Decontamination Equipment

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill Containment Devices
- Overpak Drums
- Cadaver Bags
- Hand Carts
- Waste water classification kits/strips
- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

ATTACHMENT A

8. Hazardous Materials Storage
- Storage cabinets
- Safety cans

9. Spill Control and Containment
- Spill treatment agents
- Infectious materials cleanup kits
- Sorbents
- Non-sparking tools
- Hazardous material vacuums
- Environmental containment

10. Physical Security Enhancement Equipment

Includes equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.

11. Surveillance, Warning, Access/Intrusion Control Ground
- Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- Barriers: Fences; Jersey Walls
- Impact Resistant Doors and Gates
- Portal Systems; locking devices for access control
- Alarm Systems
- Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- X-Ray Units
- Magnetometers
- Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR,

12. Explosion Protection
- Blast/Shock/Impact Resistant Systems
- Protective Clothing
- Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- Robotic Disarm/Disable Systems

13. Fire and Emergency Response
- Firefighting/Rescue/EMS - apparel (structural, suspenders, wildland, rescue EMS, station wear, high visibility, gear racks), helmet/hoods, gloves, boots, SCBA/respirators, eyewear, ear plugs/muffs, knee/wrist/back protectors, communications, RIT/RIC/escape devices, accountability, rehab, incident command, bags/packs/web gear, thermal imagers, search cameras/listening systems, flashlights/scene lighting, hand tools, ladders, ventilation, extinguishers, dry chemicals/foam, hoses/nozzle/appliances, rescue tools, rope/rigging, patient care, and traffic safety
- Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
- Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
- Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management

14. Traffic Safety
- Traffic safety apparel: Class I, II, and III
- Traffic safety tapes (delineator tapes and warning and barricade tapes)

- Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits
- Message boards, flares

15. Facility Safety and Maintenance

- Communications
- Eyewashes and showers (portable, mounted, combinations, and mixing valves)
- Fire extinguishers
- Label Makers (portable and benchtop)
- Lighting (hand lights, headlamps, personal, and lanterns and area lighting)
- Lockout/Tagout (stations, padlock and hasps, electrical, confined space, and valve)
- Maintenance (abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding)
- Material handling and storage (bins, bottle carriers, carts, chests and lockers
- Matting (antifatigue and specialty)
- Signs and tags
- Waste disposal
- Wipers

16. Fall Protection and Confined Space

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as:

- Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

17. Medical and First Aid Supplies

- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers

18. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- NFPA Guide to hazardous materials
- NIOSH Hazardous Materials Pocket Guide
- North American Emergency Response Guide
- Jane's Chem-Bio Handbook
- First Responder Job Aids

19. AEDs

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

20. Ammunition/Less than Lethal Munitions

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

21. Civil Disturbance Gear

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to:

- Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)

22. Dive Gear/Underwater Recovery/Water Safety

- dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)

23. Police Fleet Management Products

Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.

24. Law Enforcement Software

Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software.

25. Public Safety Aviation - Helicopters

Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.

26. Public Safety Uniforms

Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.

27. Vehicles

Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.

28. Trainers and Training Equipment

For example fire trainers, simulators, training props.

29. Vending Solutions

Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:

- Real time usage reporting by employee, item, department, or cost code
- Low stock/out of stock alert for both supplier and customer
- Ability to restrict items by time, item, employee, or usage
- Ability to dispense both large and small items

30. Related Products and Services

Any related public safety and emergency preparedness products and services offered by supplier.

31. All Other Non-listed Public Safety, Law Enforcement and Fire Equipment available through your company

Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

Port of Portland, OR

Contract # 159469

for

Public Safety, Preparedness, Safety Equipment and Solutions

with

Safeware, Inc.

Effective: April 1, 2021

The following documents comprise the executed contract between the Port of Portland and Safeware, Inc., effective April 1, 2021:

I. Vendor Contract – Price Agreement: Goods & Services
II. Supplier's Response to the RFP, incorporated by reference

DocuSign Envelope ID: 238DB5D7-ED7A-444E-A953-18A6F64A2B4F

Contract No. 159469
This number must appear
on all invoices

PORT OF PORTLAND

PRICE AGREEMENT – GOODS & SERVICES

Public Safety, Preparedness, Safety Equipment and Solutions.

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

Safeware, Inc. ("Provider")
4403 Forbes Blvd
Lanham, MD 20706

RECITALS

A. The Port issued a Request for Proposals, No. 2020-9189 (the "Solicitation"), inviting offers from potential providers for Public Safety, Preparedness, Safety Equipment and Solutions.

B. Provider submitted an offer in response to the Solicitation, offering to provide the item or items described on the attached Schedule 1, Pricing, collectively the ("Goods & Services") under the terms and conditions of this Price Agreement (the "Contract").

C. The Port evaluated all offers and selected Provider as a provider for the Goods and Services.

D. The Port of Portland has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the Contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.

AGREEMENT

1 NATURE OF CONTRACT

1.1 This Contract is for Provider's supply of the Goods and Services to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Goods under this Contract and reserves the right to order similar goods and services from other suppliers if it is in the Port's best interests to do so.

1.2 Similar items purchased but not listed Schedule 1 shall be supplied at a minimum 41% discount from the Provider's published list(s) price for goods and a 10% discount for Services.

2 TERM

The term of this Contract shall commence on April 1, 2021 or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on April 1, 2026, unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider's duty to deliver Goods and Services that were ordered prior to expiration . The Provider shall have the right to enter local "service" agreements with Participating Public Agencies ("PPA") accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven years.

3 PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver the Goods and Services anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, as specified in the attached Schedule 1,Pricing, and Attachment A, Specifications, upon Provider's receipt of an authorized order from the Port.

3.2 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Manager of Contracts and Procurement upon request; and

3.3 To provide the Port's Contract Administrator for this Contract, Bobbi Matthews,, 503-415-6590, Bobbi.Matthews@portofportland.com a minimum of two (2) contact names for Provider including 24 hour-accessible phone numbers (office, home, cellular and/or pager), with full authority to make all necessary shipping arrangements for Goods. The Port will identify the Port representatives which are authorized to place orders against this Contract.

3.4 To comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to Provider's obligations under this Contract, as they may be adopted or amended from time to time.

4 COMPENSATION

4.1 Basis of Compensation

The Port will pay for Goods & Services on a price-per-unit basis, as set forth on Schedule 1. Provider acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the Goods & Services in accordance with this Contract.

4.2 Total Compensation

The total compensation payable under this Contract shall not exceed $100,000.00 per contract year without a written amendment signed by authorized representatives of both parties.

5 PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice delivered pursuant to an authorized order under this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

6 DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Goods, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

6.1 Representations and Warranties

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Provider represents and further warrants to the Port that:

6.1.1 the Goods will conform to the specifications set forth in this Contract and be free from material defects;

6.1.2 the Goods will comply with all applicable federal health and safety standards; and

6.1.3 Provider has good title to the Goods, and that Provider conveys the Goods to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Goods against the rightful claim of any person.

The warranties specified in this Section 6.1 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

6.2 Manufacturer Warranties

At no charge to the Port, Provider shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the Port for the Port's benefit when Provider delivers Goods to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Provider's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

7 INDEMNIFICATION

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

8 DAMAGE TO PORT PROPERTY

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

9 INSURANCE

9.1 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Provider's operations, in an amount not less than $1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

9.2 Workers' Compensation Coverage; Employers' Liability Coverage

Provider shall maintain workers compensation and employers' liability coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute (and/or Provider's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Provider's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

9.3 Certificates

9.3.1 Certificates Required

Prior to full execution of this Contract, Provider shall furnish the Port with:

a) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and

b) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

9.3.2 Certificate Management; Notice Requirement

When the period of Provider's performance under this Contract exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

10 BREACH OF CONTRACT

10.1 Generally

Provider acknowledges that its breach of its obligation to deliver promised quantities of Goods within the time periods set forth in this Contract may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

10.2 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

10.3 Substitute Goods

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute goods in a reasonable manner, and may recover from Provider the amount by which the price for those substitute goods exceeds the price for the terminated Goods.

10.4 Suspension of Orders

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the ordered Goods. If the Port terminates all or part of this Contract after such a suspension, Provider shall be entitled to compensation only for Goods accepted by the Port and delivered as required by this Contract prior to the date of termination but not for any Goods delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Provider to resume the delivery of those Goods, Provider shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

10.5 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

10.6 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

10.7 Contractual Remedies Not Exclusive

The Port shall have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

11 TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this Section, Provider shall be entitled to compensation for all Goods & Services delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract. Provider shall not be entitled to compensation for any Goods & Services ordered but not yet delivered and accepted by Port prior to Provider's actual notice of the termination or receipt of written notice of termination.

12 STATUTORILY-REQUIRED PROVISIONS

12.1 Taxes

Provider represents and warrants that Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider covenants that Provider will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract. Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

12.2 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for Provider's performance under this Contract. [Required by ORS 279B.220(1)]

12.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subcontractor incurred in the performance of this Contract. [Required by ORS 279B.220(2)]

12.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220(4)]

12.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

12.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

12.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220(3)]

13 MISCELLANEOUS PROVISIONS

13.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

13.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

13.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Contract shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Provider shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenience, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Contract.

13.4 Successors and Assigns

This Contract shall bind the parties and their permitted assignees.

13.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service.

13.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

13.7 Modification

This Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

13.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

13.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this Contract. Provider agrees to extend the terms, conditions, and prices of this Contract to any purchasing contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

13.10 Counterparts, Execution, Electronic Signatures

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Provider's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Provider grants such consent.

13.11 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

13.12 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

13.13 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

[Signature page follows]

Provider:

Safeware, Inc.

By: DocuSigned by: C63A1BC96D41402...

Print name: Daric Simons

As its: COO

Date signed: 3/31/2021

Phone: 3016831234

Email: dsimons@safewareinc.com

Port:

Port of Portland

By: DocuSigned by: Timolin Abrom 9D6CFD3972E04AA...

Print name: Timolin Abrom

As its: Contracts and Procurement Mgr.

Date signed: 3/31/2021

Approved as to legal sufficiency for the Port of Portland

DocuSigned by: [redacted]

Counsel for the Port of Portland

DocuSign Envelope ID: 238DB5D7-ED7A-444E-A953-18A6F64A2B4F

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page
1	Nat onal Toxwelette Co. Inc.	80125	NTW 80125	Flexi/ par D c nfectant W pes, 225 w pes pe can ste , 6 can ste s pe case	Decontam nat on Equ pment	CS	339263	80125	CS	Software e Catalog? cat.e: Nat onalToxwelette 2020.12.8 v1	1
2	Gentex Co. po at on	FR2581S-S-GA2	GP FR2581S-S-GA2	Pu ef/o ESM , PT50 FAPE Complete	Med cal	EA	1230	FR2581S-S-GA2	EA	Software e Catalog? cat.e: Gentex-GP 2022.3.1 v1	4
3	Innovamt, Inc.	9614480	INN 9614480	Ge n cept 70% Alcohol Mult Pu pose W pe	Decontam nat on Equ pment	CS	222980	9614480	CS	Software e Catalog? cat.e: Innovamt 2020.5.12 v1	2
4	3M	8293	MMM 8293	CoolFlow Pa t culate Resp ato , P100, 20 pe case	Pe sonal P otect ve Equ pment	CS	3634	8293	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2022.2.7 v1	32
5	Avon F otect on Systems	702501-188	AVO 702501-188	CBD APR Assembly, Tw n Pa t M/S	Pe sonal P otect ve Equ pment	EA	4140	702501-188	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	6
6	Ze a Wate	ZR-006	ZER ZR-006	Ze a Wate S tage F lte - 6 pack	Reloaded P oducts	PK	37800	ZR-006	PK	Software e Catalog? cat.e: Ze a ssions 2021.1.27 v1	1
7	Nat onal Toxwelette Co. Inc.	80077	NTW 80077	Flexi W pe D c nfectant W pes	Decontam nat on Equ pment	CS	290389	80077	CS	Software e Catalog? cat.e: Nat onalToxwelette 2020.12.8 v1	1
8	Avon F otect on Systems	726621-2	AVO 726621-2	CBRN/CTBC-CBRN/F ppe ce Mask F lte (each)	Pe sonal P otect ve Equ pment	EA	15169	726621-2	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	8
9	Ze a Wate	ZF-010	ZER ZF-010	Ze a ssette 10 oun s Ache	Reloaded P oducts	EA	37800	ZF-010	EA	Software e Catalog? cat.e: Ze a ssette 2021.1.27 v1	1
10	Gentex Co. po at on	FP3000S-FENA-03	GP FP3000S-FENA-03	Pu ef/o ESM , PT50 FAPE, Opent F anne, TychemQC	Med cal	EA	3000	FP3000S-FENA-03	EA	Software e Catalog? cat.e: Gentex-GP 2022.3.1 v1	2
11	Sm the Detect on, Inc.	028- 1905-F2	SMI 028-1905-F2	HazMatID Elite Command-S Package	Detect on Equ pment	EA	11	028- 1905-F2	EA	Software e Catalog? cat.e: Sm thDetect on 2021.1.25 v1	1
12	Aden Systems Inc.	ADN270 DV-00-000-07	ADA ADN270 DV-00-000-07	Compact Flu d Body Scann ng Systems , Dual	Inspect on and Sc een ng Systems	EA	4	ADN270 DV-00-000-07	EA	Software e Catalog? cat.e: Aden 2021.2.1 v1	4A
13	Rae Systems	RW01R-110100-056079-0011	RAE W01R-110100-056079-0011	RDK Detector, 6 t - AREARAE P o - CSA /	Inspect on and Sc een ng Systems	EA	9	W01R-110100-056079-0011	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	25
14	Ze a Wate	ZR-017	ZER ZR-017	Ze a ssette S tcage F lte - pack of 2	Detect on Equ pment	PK	37800	ZR-017	PK	Software e Catalog? cat.e: Ze a ssette 2022.1.27 v1	1
15	Avon F otect on Systems	702501-187	AVO 702501-187	CBD APR Assembly, Tw n Pa t M/S	Pe sonal P otect ve Equ pment	EA	3613	702501-187	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	6
16	FLIR Systems, Inc.	70305 19SELK	FLIR 70305 19SELK-01	FLIR SkyWatch 2P-GO Mobile Towe	Ships cal Secu ty Enfo cement Equ pment	EA	3	70305 19SELK-01	EA	Software e Catalog? cat.e: FLIR-SkyWatch 2020.3.9 v2	1
17	P t S t	VO 72606-3	VO 72606-3	CTCFSO R t F t	Pe sonal P otect ve Equ pment	PK	3158	72606-3	PK	S f C t l P L t N IRL 2021.1.25 2	9
18	Innovamt, Inc.	9611443	INN 9611443	Ge n cept 75% Alcohol Mult Pu pose W pe	Decontam nat on Equ pment	CS	17587	9611443	CS	Software e Catalog? cat.e: Innovamt 2020.5.12 v1	1
19	Gentex Co. po at on	FR2581S-S-GA5	GP FR2581S-S-GA5	Pu ef/o ESM , PT50 FAPE, Complete	Med cal	EA	300	FR2581S-S-GA5	EA	Software e Catalog? cat.e: Gentex-GP 2022.3.1 v1	4
20	ion Technology ae	CAL-MINI	ION CAL-MINI	Mi n -CALIBER Explor Sens r Sensor	Explos ve Dev ce M t gat on and Remed at on Equ pment	EA	6	CAL-MINI	EA	Software e Catalog? cat.e: ion Technology ae 2021.1.26 v1	1
21	T a le log L	MRS-CSD-36130	TRA MRS-CSD-36130	Cadave Seal Sy t - Replacement	CBRNE Log st cal Suppo t Equ pment	EA	650	MRS-CSD-36130	EA	Software e Catalog? cat.e: T a le log L 2021.1.27 v1	2
22	3M	8210	MMM 8210	8100 Pa t culate Resp ato , N95, 160 pe case	Pe sonal P otect ve Equ pment	CS	196341	8210	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2022.2.7 v1	30
23	Ze a Wate	ZP010-NF	ZER ZP010-NF	10 Cup Pouche ooly	Reloaded P oducts	EA	27000	ZP010-NF	EA	Software e Catalog? cat.e: Ze a ssions 2021.1.27 v1	1
24	Rae Systems	W01R-111101-056079-0011	RAE W01R-111101-056079-0011	6 eaRAE P o Gamma RDK	Detect on Equ pment	EA	6	W01R-111101-056079-0011	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	25
25	DuPont	TY1230WHXL0003500	DPT TY1230WHXL0003500	Tyvek Clove s, 2 p f ove, Wh te, XL, 25 pe case	Pe sonal P otect ve Equ pment	CS	94538	TY1230WHXL0003500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	51
26	Vic back Mdea ,ss Co. p.	RETS-M3-S3	VICK RETS-M3-S3	Complete Blocker, W130 K130	Inspe ope ate Commun cat ons Equ pment	EA	13	RETS-M3-S3	EA	Software e Catalog? cat.e: Vic back 2020.6.1 v1	1
27	Avon F otect on Systems	702501-336	AVO 702501-336	CBD F at Respondo , K t MED	Pe sonal P otect ve Equ pment	EA	716	702501-336	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	6
28	JSC Safety	8S700S2C73M464	SAF 89085	T ath e Cone, O g 39 n, 2 Refl Colla s	CBRNE Log st cal Suppo t Equ pment	EA	27603	8S700S2C73M464	EA	Software e Catalog? cat.e: JSCSafety 2019.1.26 v3	8
29	let ne Safety Appl ances Co.	10013625	MSA 10136525	Galaxy GX2 Autolnmated Test System	CBRNE Log st cal Suppo t Equ pment	EA	172	10136525	EA	Software e Catalog? cat.e: MSA-Industr al 2021.1.25 v1	54
30	3M	7N-3001N, ECK	MMM 7N-3001N, ECK	Met ve ase for Clean FAPE s	Med cal	CS	261	7N-3001N, ECK	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2022.2.7 v1	67
31	Rae Systems	C03-0942-000	RAE C03-0942-000	Mu t RAE CO Sensor	Detect on Equ pment	EA	1478	C03-0942-000	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	11
32	Co ense P oducts	33638	CRX 33638	Co nTea Wate tass Hand San t se , 5 /gal	Reloaded P oducts	CS	1800613	33638	CS	Software e Catalog? cat.e: Co ense 2021.1.11 v1	2
33	Mat ohm USA, Inc.	BMP3000020	BMT BMP3000020	Tact c D 3064 BWD/BG-3064	Detect on Equ pment	EA	7	BMT-BMP3000020	EA	Software e Catalog? cat.e: Mat ohm 2021.1.20 v1	3
34	DuPont	TY1230WHXL0003200	DPT TY1230WHXL0003200	Tyvek/Tha mop o Clove s, O g ove, 2X	Pe sonal P otect ve Equ pment	CS	1208	TY1230WHXL0003200	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	49
35	Avon F otect on Systems	702501-188	AVO 702501-188	CBD APR Assembly, Tw n Pa t M/L	Pe sonal P otect ve Equ pment	EA	870	702501-188	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	6
36	Co ense P oducts	33670	CRX 33670	Anti -Bacte al Hand San t se , White Iess	Reloaded P oducts	CS	10800	33670	CS	Software e Catalog? cat.e: Co ense 2021.1.11 v1	2
37	Team Wendy	EXR-WH	TMW EXR-WH	EXFIL SAR Tact cal, w/ s a ls, Wh te	Inte vent on Equ pment	EA	1007	EXR-WH	EA	Software e Catalog? cat.e: TeamWendy 2021.3.13 v1	8
38	DuPont	TP1SWTCWXL0003500	DPT TP1SWTCWXL0003500	Tyvek/Tha mop o Clove s/L O ange, XL	Pe sonal P otect ve Equ pment	CS	1156	TP1SWTCWXL0003500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	50
39	Honeywell Safety P oducts	1SR4HS	UVX 1SR4HS	Sheath Goggle w/Hyd oSh eld, Clear, Lens	Pe sonal P otect ve Equ pment	PR	52985	1SR4HS	PR	Software e Catalog? cat.e: HoneywellSafety 2021.1.26 v1	615
40	Kappler	FSH583-91 LG/XL	KAP FSH583-91 LG/XL	F sm l ne 500, Level A Su t, LG/XL	Pe sonal P otect ve Equ pment	CS	147	FSH583-91 LG/XL	CS	Software e Catalog? cat.e: Kappler 2021.1.21 v1	12
41	3M	8210V	MMM 8210V	8210 Pa t culate Resp w/Exhalation Valve	Pe sonal P otect ve Equ pment	CS	14106	8210V	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2021.2.7 v1	30
42	Gentex Co. po at on	FP3000S-SR-GG2	GP FP3000S-SR-GG2	Tychem QC d sposable d ssett ng hood	Pe sonal P otect ve Equ pment	PK	515	FP3000S-SR-GG2	PK	Software e Catalog? cat.e: Gentex-GP 2022.3.1 v1	1
43	3M	8511	MMM 8511	Resp ato , D sposable, N95 w/Valve, 8511	Pe sonal P otect ve Equ pment	CS	3767	8511	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2022.2.7 v1	32
44	Avon F otect on Systems	702501-156	AVO 702501-156	Clea Outse t Assembly	Pe sonal P otect ve Equ pment	EA	6258	702501-156	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	5
45	3M	9205	MMM 9205 Bulk	Aio a Pa t culate Resp ato , N95	Pe sonal P otect ve Equ pment	CS	1229080	9205	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2021.2.7 v1	35
46	Combat Suppo t P oducts	CSP FC3-S90-ER/ER-DUAL RISER/DUAD INTX	CSP FC3-S90-ER/ER-DUAL RISER/DUAD INTX	Foam Cha ot W F w/ght ng Foam	Pe sonal P otect ve Equ pment	EA	2	FC3-S90-ER/ER-DUAL RISER/DUAD INTX	EA	Software e Catalog? cat.e: CombatSuppo t P oducts 2021.1.25 v1	1
47	Ame Qual G oup LLC	124600	AMQ 124600	Self-Heat ng Ene gency Meals (LCG)	CBRNE Log st cal Suppo t Equ pment	CS	2262	124600	CS	Software e Catalog? cat.e: Ame Qual 2021.1.29 v1	3
48	Aden Systems Inc.	ADN270-00-00-000-03	ADA ADN270-00-00-000-03	Aden_Body Luggage_BAG Scanner, X Ray Systems	Inspect on and Sc een ng Systems	EA	8	ADN270-00-00-000-03	EA	Software e Catalog? cat.e: Aden 2021.2.1 v1	4A
49	Gumo s/ Ste B eathables	ULL21304-06 XL	FRO ULL21304-06 XL	Mens U t s ec- ba2 Ra n Su t, Khaki , XL	Reloaded P oducts	EA	12503	ULL21304-06XL	EA	Software e Catalog? cat.e: F ogG ggs 2020.5.3 v2	51
50	Lib ha s Technology ae	PATTBOLSIM7	Libt PATTBOLSIM7	Pat oBS m 7-Sa ae O ve T a n ng	Reloaded P oducts	EA	1	PATTBOLSIM7	EA	Software e Catalog? cat.e: Libha s 2020.1.10 v1	1
51	T a le log c	MRS- 2053-F	TRA MRS- 2053-F	2053F2021 Ref ge ated Mo gow T a le	CBRNE Inc dent Response Veh cles	EA	3	MRS- 2053-F	EA	Software e Catalog? cat.e: T a le log c 2021.1.27 v1	1
52	Dentsl Lasnc ato es, Inc.	689901	DEN 689901	Zantac Fo ecn tve Wash, 1oz bottle	Reloaded P oducts	EA	6246	689901	EA	Software e Catalog? cat.e: Zantac 2021.1.11 v1	1
53	Rae Systems	M03D-11111-111	RAE M03D-11111-111	GMAE 3 Pumped GM (41 / H2S / CO / O2 -	Detect on Equ pment	EA	454	M03D-11111-111	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	19
54	Un ted Sh eld Inte nat onal, LLC	PASGT- GA4-40/TRAD-BOA	USS PASGT- GA4-40/TRAD-BOA	PST SOLDO ec sh 40 pads and size BOA	Inte vent on Equ pment	EA	600	PASGT- GA4-40/TRAD-BOA	EA	Software e Catalog? cat.e: Un tedSh eld 2021.2.1 v1	8
55	Rae Systems	C03-0811-000	RAE C03-0811-000	Combust ble catalyt c bead % LEL sensor	Detect on Equ pment	EA	961	C03-0811-000	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	11
56	S f C t l P L t N IRL	W01R-110100-056079-0011	S f W01R-110100-056079-0011	S E P C R/M	Detect on Equ pment	E	3	W01R-110100-056079-0011	E	S f C t l P L t N IRL 2022.3.3 2	25
57	DuPont	TY1225WHXL0002500	DPT TY1225WHXL0002500	Tyvek Clove s, Hood & Boots, Wh te, 2X	Pe sonal P otect ve Equ pment	CS	35777	TY1225WHXL0002500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	51
58	Ansell Edmont	VY23-7-62-LG-04	ANS VY23-7-62-LG-04	MICROCHEM ALPHATEC 68200PLUS TAPED HOOD	Pe sonal P otect ve Equ pment	CS	11575	VY23-7-62-LG-04	CS	Software e Catalog? cat.e: AnsellEdmont 2021.1.26 v1	89
59	DuPont	TY1375WHXL0003500	DPT TY1375WHXL0003500	Dupont Tyvek Clove s/	Pe sonal P otect ve Equ pment	CS	36500	TY1375WHXL0003500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	56
60	Kappler	FSH582-91 2X/3X	KAP FSH582-91 2X/3X	F sm l ne 500, Level A Su t, 2X/3X	Pe sonal P otect ve Equ pment	CS	100	FSH582-91 2X/3X	CS	Software e Catalog? cat.e: Kappler 2021.1.21 v1	12
61	DuPont	TY1123WHXL0002500	DPT TY1123WHXL0002500	Tyvek Clove s/L Hood & Boots, Wh te, XL	Pe sonal P otect ve Equ pment	CS	56039	TY1123WHXL0002500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	52
62	EHS Global LLC	44614	EHW 44614	Deluxe Un ve sal Gas Mask Bag Black	Pe sonal P otect ve Equ pment	EA	3557	44614	EA	Software e Catalog? cat.e: Software e 2020.3.1 v38	28
63	Avon F otect on Systems	702501-628-2	AVO 702501-628-2	FC3S Enfo ce K t MED	Pe sonal P otect ve Equ pment	EA	960	702501-628-2	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	6
64	Rae Systems	W01A-110501-056079-0011	RAE W01A-110501-056079-0011	A ea Rae P o, LEL, CO, H2S, CO, 10.6eV	Detect on Equ pment	EA	15	W01A-110501-056079-0011	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	24
65	DuPont	TP1SWTCWSM000500	DPT TP1SWTCWSM000500	Tychem/Tha mop o Clove s/L O ange, SM	Pe sonal P otect ve Equ pment	CS	658	TP1SWTCWSM000500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	49
66	let ne Safety Appl ances Co.	10048541	MSA 10048541	FAPE-Fit Kit FAPE Fit Test Kit	Pe sonal P otect ve Equ pment	PR	10701	10048541	PR	Software e Catalog? cat.e: MSA-Industr al 2021.1.25 v1	277
67	Sm the Detect on, Inc.	028- 1905-F1	SMI 028-1905-F1	HazmatID Elite Command-S Agile D amond	Detect on Equ pment	EA	5	028- 1905-F1	EA	Software e Catalog? cat.e: Sm thDetect on 2021.1.25 v1	1
68	DuPont	TY1230WHXL0002500	DPT TY1230WHXL0002500	Tyvek Clove s/L 2 p f ove, Wh te, 2X	Pe sonal P otect ve Equ pment	CS	36633	TY1230WHXL0002500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	51
69	Aden Systems Inc.	COMPASS DV	ADA ADN270 DV-00-000-07	Patented Technology 7 ansm ss on X-Ray	Inspect on and Sc een ng Systems	EA	1	ADN270 DV-00-000-07	EA	Software e Catalog? cat.e: Aden 2021.2.1 v1	4A
70	Be n mec umenics	MDX 200275 000 PC	MDX 200275-000 PC	Second E ght MS, Full Contl gu e on	Te c on mc dent P otect on Equ pment	EA	2	200275-000 PC	EA	Software e Catalog? cat.e: Be n 2021.1.11 v1	3
71	Jamesion, LLC	FGA-6	JAM FGA 6	F sm ng Face 6 ft F be glass Foam F ted	CBRNE Log st cal Suppo t Equ pment	EA	3909	FGA-6	EA	Software e Catalog? cat.e: Jamesion 2021.3.27 v1	1
72	MedEqp	80023581	MED 80023581	ECG 10E Hadhead Plug, Gl ve D ab	Explos ve Dev ce M t gat on and Remed at on Equ pment	EA	10	80023581	EA	Software e Catalog? cat.e: MedEqp 2020.6.1 v3	10
73	Sensidyne Inc. f/a/o Is lyRAD Co. p.	1180S-00	IRAD 1180S-00	XDR MAG.ne/ W RELEGS-XT-I-L ba d	CBRNE Ope at onal and Sea ch and Rescue Equ pment	EA	11	1180S-00	EA	Software e Catalog? cat.e: Sensidyne-IRAD 2021.1.27 v1	1
74	FLIR Systems, Inc.	S-LELEBF-L-01	FLIR S-LELEBF-L-01	Bundle Package 1 (LE)	Ships cal Secu ty Enfo cement Equ pment	EA	1	[illegible]	[illegible]	[illegible]	[illegible]
75	DuPont	TY1275WHXL0002500	DPT TY1275WHXL0002500	Dupont Tyvek Clove s/L	Pe sonal P otect ve Equ pment	CS	35500	TY1275WHXL0002500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	56
76	Avon F otect on Systems	FTK 9519-4000	CHO FTK 9519-4000	Quant t t Resp ato F t Test ng System	Pe sonal P otect ve Equ pment	EA	18	FTK 9519-4000	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	11
77	Avon F otect on Systems	5754-A-45-10-90-00-00-00-10-90-0	Avon 5754-A-45-10-90-00-00-00-10-90-0	5754 SCBA, 4500psi , 60m n, No Mask	Pe sonal P otect ve Equ pment	EA	37	5754-A-45-10-90-00-00-00-10-90-0	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	10
78	Vothne L.the	DUAL PURPOSE DOG	VLK Dual PURPOSE DOG	Vothne L.the Dual Pu pose Dog	An mal and Plants	EA	18	DUAL PURPOSE DOG	EA	Software e Catalog? cat.e: Vothnel.the 2020.1.1 v1	1
79	Honeywell Safety P oducts	7780-30 MD	HSA 7780-30 MD	7780 Half Face Resp. S l cone, MED	Pe sonal P otect ve Equ pment	EA	6080	7780-30 M	EA	Software e Catalog? cat.e: HoneywellSafety 2021.1.26 v1	545
80	Dunlop	87012 12	BAT 87012 12	Hazmax 16 in Knee Boot, Steel Toe, sz 12	Pe sonal P otect ve Equ pment	PR	2175	87012 12	PR	Software e Catalog? cat.e: Dunlop 2021.1.27 v1	3
81	N L C	CC2 S2	NOX CC2 S2	4 L F t C C t 2 S2	Inte vent on Equ pment	E	760	CC2 S2	E	S f C t l P L t N IRL 2020.7.29 3	2
82	FLIR Systems, Inc.	70305 19SELK-01	FLIR 70305 19SELK-01	FLIR SkyWatch 2P-GO Standalone mob le	Ships cal Secu ty Enfo cement Equ pment	EA	1	70305 19SELK-01	EA	Software e Catalog? cat.e: FLIR-SkyWatch 2020.3.9 v2	1
83	Inteq ty Med cal Solut ons	WDFNCFM01R	IMS WDFNCFM01R	Weatson/Funct onal Needle cot w/Insert ass,	CBRNE Log st cal Suppo t Equ pment	EA	400	WDFNCFM01R	EA	Software e Catalog? cat.e: Inteq tyMed cal 2021.1.27 v1	1
84	Avon F otect on Systems	ST54-A-45-10-90-00-00-00-10-90	AVO ST54-A-45-10-90-00-00-00-10-90	ST54 Pos t ve-60psi , 45m n duat on	Pe sonal P otect ve Equ pment	EA	30	ST54-A-45-10-90-00-00-00-10-90	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	10
85	Gocusnnn a ons, nal, ons, Inc.	LUX-SCBSST-Y-L/S	DCC LUX-SCBSST-Y-L/S	Visen, Class 3, 8 lowy, Ta low, S ze L/S	Pe sonal P otect ve Equ pment	EA	16162	LUX-SCBSST-YL	EA	Software e Catalog? cat.e: Gocusnnn a 2021.1.26 v1	77
86	Avon F otect on Systems	702501-633	AVO 702501-633	PCSG APR Assembly, Tw n Pa t M/ED	Pe sonal P otect ve Equ pment	EA	710	702501-633	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	6
87	Gumo s/ Ste B eathables	ULL21304-06 LG	FRO ULL21304-06 LG	Mens U t s ec- ba2 Ra n Su t, Khaki , LG	Reloaded P oducts	EA	8030	ULL21304-06LG	EA	Software e Catalog? cat.e: F ogG ggs 2020.5.3 v2	51
88	D sc-O-Bed LP	30501BC	DOK 30501BC	D sc-O-Bed Bunds, Bunk, Lt ge, 2.2%	CBRNE Log st cal Suppo t Equ pment	PK	495	30501BC	EA	Software e Catalog? cat.e: D sc-O-Bed 2021.1.27 v1	1
89	Avon F otect on Systems	6026531	AVO 6026531	Vis or F ojec on Un t Gen II	Inte ope ate Commun cat ons Equ pment	EA	191	6026531	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	8
90	Honeywell Safety P oducts	7580P100	HSA 7580P100	Pa t culate F lte , P100 2/pack	Pe sonal P otect ve Equ pment	PK	18114	7580P100	PK	Software e Catalog? cat.e: HoneywellSafety 2021.1.26 v1	564
91	Fende Technology ae	1000000-00	FEN 1000000-00	Handheld Fende X-10 RAMAN Standoff	Te c on mc dent P otect on Equ pment	EA	2	1000000-00	EA	Software e Catalog? cat.e: Fendo 2021.1.11 v1	3
92	Dunlop	87012 12	BAT 87012 12	Hazmax 16 in Knee Boot, Steel Toe, sz 12	Pe sonal P otect ve Equ pment	PR	1977	87012 12	PR	Software e Catalog? cat.e: Dunlop 2021.1.27 v1	3
93	MedEqp	80023578	MED 80023578	ECG 10E Ch ve D ab Ready Kit	Explos ve Dev ce M t gat on and Remed at on Equ pment	EA	7	80023578	EA	Software e Catalog? cat.e: MedEqp 2020.6.1 v3	10
94	Rae Systems	MA83-A3C113E-036	RAE MA83-A3C113E-036	Mu t RAE L ne Gas Detecto	Detect on Equ pment	EA	146	MA83-A3C113E-036	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	21
95	Sm the Detect on, Inc.	028- 1007	SMI 028-1007	ACE ID (G ssen)	Te c on mc dent P otect on Equ pment	EA	5	028- 1007	EA	Software e Catalog? cat.e: Sm thDetect on 2021.1.25 v1	1
96	Just ta Manufactu ng Co.	7225120	JUS 7225120	Safety Can, Red Type I, 2.5 gal, Metal	Reloaded P oducts	EA	3611	7225120	EA	Software e Catalog? cat.e: JSCSafety 2018.1.26 v3	29
97	V T a Systems, Inc.	V-300LS-1	V T a 300LS-1	CBRNE Ha d ne Mate als	CBRNE Ope at onal and Sea ch and Rescue Equ pment	EA	2	V-300LS-1	EA	Software e Catalog? cat.e: V T aSystems 2020.1.1 v1	1
98	DuPont	TY1325WHXL0003500	DPT TY1325WHXL0003500	Dupont Tyvek COVERALL	Pe sonal P otect ve Equ pment	CS	69575	TY1325WHXL0003500	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	54
99	Kappler	89402	KAP 89402	Chem Tape, Yellow 2 in x 60 ft ds	Pe sonal P otect ve Equ pment	CS	5476	89402 YW	CS	Software e Catalog? cat.e: Kappler 2021.1.21 v1	1
100	Avon F otect on Systems	702501-555	AVO 702501-555	CBD F at Respondo K t LGE	Pe sonal P otect ve Equ pment	EA	371	702501-555	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	6
101	20/20 Genesystems, Inc.	CCT1001	2020 CCT 1001	Rap d Response SARS-CoV 2 Test	Detect on Equ pment	PK	5000	CCT1001	PK	Software e Catalog? cat.e: 2020Genesystems 2021.1.22 v1	1
102	Indust al Sc ent f c Co p.	SC VP-E1213051111	SCI VP-E1213051111	Vtem s F o Se ve	Detect on Equ pment	EA	118	VP-E1213051111	EA	Software e Catalog? cat.e: Indust al Sc ent f c 2021.1.26 v1	171
103	D sc-O-Bed LP	30501BC	DOK 30501BC	D sc-O-Bed Bunds, Black, Lt ge, 20%	CBRNE Log st cal Suppo t Equ pment	PK	501	30501BC	EA	Software e Catalog? cat.e: D sc-O-Bed 2021.1.27 v1	1
104	Dil Indust al Inc.	CP.HY.00000096.01	Dil CP.HY.00000096.01	Zeromuse ATG Dual-Ba tTUR D one Tha mal	CBRNE As et on Equ pment	EA	10	CP.HY.00000096.01	EA	Software e Catalog? cat.e: Dil 2021.2.1 v1	2
105	Dil Indust al Inc.	CP.EN.00000055.01	Dil CP.EN.00000055.01	MATRIX 2100-YD (NA) COMBO (EP)	CBRNE As et on Equ pment	EA	14	CP.EN.00000055.01	EA	Software e Catalog? cat.e: Dil 2021.2.1 v1	3
106	M S f t C	MS 113960	MSA 113960	G t L ght Kit, F1000 2	Pe sonal P otect ve Equ pment	PR	3930	113960	PR	S f t M S A C t l 2021.1.25 1	178
107	DuPont	TP1SWTCWL0003200	DPT TP1SWTCWL0003200	Tychem/Tha mop o Clove s/L O ange, LG	Pe sonal P otect ve Equ pment	CS	578	TP1SWTCWL0003200	CS	Software e Catalog? cat.e: DuPont 2021.1.22 v1	49
108	Rae Systems	MC83-A3C1R2-420	RAE MC83-A3C1R2-420	Mu t RAE P o, LEL, CO, H2S, CO, Gamma,	Detect on Equ pment	EA	22	MC83-A3C1R2-420	EA	Software e Catalog? cat.e: RAESystems 2021.1.22 v1	22
109	Kash Arms, ia Inc.	WHS00049 .300	KAS WHS00049 .300	San ds ic V s Hellman, Wh te	Pe sonal P otect ve Equ pment	EA	1232	WHS00049 .300	EA	Software e Catalog? cat.e: Kash 2021.3.26 v1	8
110	3M	8210	MMM 8210	8210 Wate oa Pa t culate Resp ato , N95	Pe sonal P otect ve Equ pment	CS	3628	8210	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2022.2.7 v1	30
111	FLIR Systems, Inc.	308-003-00002	FLIR 308-003-00002	IS, R n DEXO P and Ready Kit	Detect on Equ pment	EA	1	308-003-00002	EA	Software e Catalog? cat.e: FLIR-Detect on 2021.1.11 v1	2
112	Un ted Sh eld Inte nat onal, LLC	ACH- M CH MH-MEDCUT-ISA-CYTEL(S-BOA	USS ACH-MACH-MH-MEDCUT-ISA-CYTEL(S-BOA	ACH-MACH MH, Hadhead, MED CUT - Cytelle ,	Inte vent on Equ pment	EA	865	ACH-M CH-MH-MEDCUT-ISA-CYTEL(S-BOA	EA	Software e Catalog? cat.e: Un tedSh eld 2021.2.1 v1	8
113	Avon F otect on Systems	6022240	AVO 6022240	Vis or F ojec on Un t - fo - fM54	Pe sonal P otect ve Equ pment	EA	529	6022240	EA	Software e Catalog? cat.e: Avon 2021.1.25 v2	7
114	Tact cal Dec s on ce	CORE UDC- 6 CAMERA VERS ON	TAC CORE UDC CAM 6 KIT 10FT	CORE Unde Doo Came a SUDC 6 Cam K t	CBRNE Ope at onal and Sea ch and Rescue Equ pment	EA	7	CORE UDC CAM 6 KIT 10FT	EA	Software e Catalog? cat.e: Tact calDec s on ce 2020.7.15 v2	2
115	3M	3091	MMM 3091	Pa t culate F te , P100 2/Bag	CBRNE Ope at onal and Sea ch and Rescue Equ pment	CS	4825	3091	CS	Software e Catalog? cat.e: 3M-Occupat onalHealthSafety 2022.2.7 v1	11
116	Kappler	FSH582-91 2M/MD	KAP FSH582-91 2M/MD	F sm l ne 500, Level A Su t, 2M/MD	Pe sonal P otect ve Equ pment	CS	68	FSH582-91 2M/MD	CS	Software e Catalog? cat.e: Kappler 2021.1.21 v1	12
117	PGI, Inc.	3979473-1	PGI 3979473-1	Cob a Bit A e Gold - C 1 ck Cove Age	Pe sonal P otect ve Equ pment	EA	1530	3979473-1	EA	Software e Catalog? cat.e: PGI 2021.1.27 v1	5

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Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page
118	Dill Industri al Inc.	CP.EN.000000107.01	DAI CP.EN.000000107.01	Miter c 2 Entre p ce (DUAL) Lin ve sel Sd t	CRANE As el om Equ pment	EA	43	CP.EN.000000107.01	EA	Software e Catalog(F cel.st DAI 2021.2.1 v1	1
119	Fa Tech	727DET43	FAL 727DET43	Self-Ret ain ng L tal ne Wrish Dev ce Set	Retained P oducts	EA	406	727DET43	EA	Software e Catalog(F cel.st FalTech 2021.1.27 v1	30
120	CEIA USA	PMDSPLUS/EB-NFL	CEIA PMDSPLUS/EB-NFL	PMD-SPlus EB pl c Metal Detecto	Inspect on and Sc een ng Systems	EA	23	PMDSPLUS/EB-NFL	EA	Software e Catalog(F cel.st CEIA 2021.1.1 v1	2
121	DuPont	TY1225WH/400025300	DPP TY1225WH/400025300	Tyvek Cove all, Hood & Boots, Wh ite, 4X	Pe sonal P otect ve Equ pment	CS	58275	TY1225WH/400025300	CS	Software e Catalog(F cel.st DuPont 2021.1.25 v1	52
122	A gon Elect on cs	F4D4N0X-LUS4	ARG F4D4N0X-LUS4	DTR18 c a n ng s t	CRANE Ope at onal and Saf ety and Rescue Equ pment	EA	15	F4D4N0X-LUS4	EA	Software e Catalog(F cel.st A gonElect on cs 2021.1.26 v1	8
123	Fosta a Instrument	M6SR4B	FOT M6SR4B	Mask Spec tacle& H ghweb Beads	Retained P oducts	LB	344300	M6SR4B	LBS	Software e Catalog(F cel.st Fosta a 2021.1.20 v1	3
124	DuPont	TY1457DY2X0000600	DPP TY1457DY2X0000600	Tychem 6000 Cove all, G ey, 2X	Pe sonal P otect ve Equ pment	CS	625	TY1457DY2X0000600	CS	Software e Catalog(F cel.st DuPont 2021.1.23 v1	41
125	Wilmco Inc.	WVTMM-L	WAN.WVTMM-L	Wilmco Lit ge Mot o Message Box d	Prop ce Secu ty Enforcement Equ pment	EA	7	WVTMM-L	EA	Software e Catalog(F cel.st Wilmco 2021.1.1 v1	2
126	Pella s Inc.	82085X99AP	PCL 82085X99AP	Pella s Sample C ass XP 1000 Ins thella	CRANE Log st cal Suppo t Equ pment	EA	6	82085X99AP	EA	Software e Catalog(F cel.st Pella s 2020.9.8 v1	1
127	Dunlop	87012 10	BAT 87012 10	Hasmax 16-in Kneeboot, Steel Toe, sz 10	Pe sonal P otect ve Equ pment	PR	1530	87012 10	PR	Software e Catalog(F cel.st Dunlop 2021.1.27 v1	2
128	Fos4D USA Inc.	9203-13GB	FOX 9203-13GB	Wh ste, Son t Stee CMG, H gh Yellow	CRANE Log st cal Suppo t Equ pment	EA	51696	9203-13GB	EA	Software e Catalog(F cel.st Fos4D 2021.1.22 v1	7
129	CMC	540014	CMC 540014	Conv-Space USAR Tlesh Fa ce & t	Info mat on Technology	EA	6	540014	EA	Software e Catalog(F cel.st CMCRescue 2021.1.25 v1	15
130	Me d an tified cal	TFAE	MER TFAE	DuoDote Auto-Injecto	Med cal	EA	3820	TFAE	EA	Software e Catalog(F cel.st Me d an tified cal 2021.1.27 v1	1
131	Rae Systems	W01K-110301-056079-0001	RAE W01K-110301-056079-0001	AREARAE PLUS, WIRELESS	Info mat on Technology	EA	2	W01K-110301-056079-0001	EA	Software e Catalog(F cel.st RAESystems 2021.1.22 v1	25
132	Duct Enter p ses LLC	DMSFA12	DUC DMSFA12	AGAP-12 Rad d Shelte System, 36x12	CRANE Log st cal Suppo t Equ pment	EA	6	DMSFA12SW	KT	Software e Catalog(F cel.st DeployedLog x 2020.9.16 v3	8
133	Ph l ps	M5068A	PHI 861282	Ph l ps Hea tstre t One Se AED, includes	Med cal	EA	135	M5068A/861282	EA	Software e Catalog(F cel.st Ph l ps 2021.1.26 v1	1
13	U r C r	59693	F D 59693	2 UNIT MET L CUSTOM Pulic EIT LIT UTY	Med cal	E	2841	59693	E	S f C l l P L s f s O l 2021.1.26 1	9
135	Test cal Elect on cs	CORE POLE CAM KIT	TAC CORE POLE CAM KIT 10	CORE Pole Came a 10 K t	CRANE Ope at onal and Saf ety and Rescue Equ pment	EA	13	CORE POLE CAM KIT 10	EA	Software e Catalog(F cel.st TestCalElect on cs 2020.7.15 v3	3

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ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES

PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and SCBA; gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets
- Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Tract Explosive Detector
- Z Ray Equipment

- All other EOD Equipment

3. CBRNE Operational and Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging)
- Night Vision
- Radiological isotope identifying detectors
- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans
- All other CBRNE operational and search and rescue equipment

4. Information Technology

Equipment and services providing Information Technology, such as:

- Servers
- Switches
- Software
- Monitors and wall displays for Real time Crime Centers
- Cloud services
- All other Information Technology for Emergency and Public Preparedness

5. Cyber Security Enhancement Equipment and Services

Equipment and services providing cyber security enhancement, such as:

- Secure appliances
- Filter switches
- Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

6. Interoperable Communications Equipment

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Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation, service, and maintenance. Products include:

- CAD / RMS fusion equipment
- Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals
- All other interoperable communications equipment

7. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays
- PID
- Radiation Detection
- PCR
- All other detection equipment

8. Decontamination Equipment

Equipment and material used to clean, remediate, remove, or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices
- Overpack drums
- Cadaver bags
- Hand carts
- Waste water classification kits/strips
- HEPA vacuum for dry decontamination
- Disinfectants
- Shelters
- Modesty kits
- All other decontamination equipment

9. Medical

Medical supplies, such as:

- Trauma kits
- Tourniquets
- Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

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10. Power

Equipment used to provide power, such as:

- Generators
- Batteries
- All other equipment to provide power

11. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

12. CBRNE Incident Response Vehicles

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

13. Terrorism Incident Prevention Equipment

Any emergency and public preparedness terrorism incident prevention equipment including: area monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

14. Physical Security Enhancement Equipment

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service, and maintenance

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15. Inspection and Screening Systems

- Millimeter
- X Ray
- Gamma Ray
- Thermal
- Infrared
- Proximity
- All other inspection and screening systems

16. Animal and Plants

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

17. CBRNE Prevention and Response Watercraft

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention and response watercraft.

18. CBRNE Aviation Equipment

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

19. CBRNE Logistical Support Equipment

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

20. Intervention Equipment

- Ballistic protection
- Situational awareness equipment
- All other intervention equipment

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21. Related Products and Services

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.

GENERAL LIABILITY INSURANCE REQUIREMENTS
FOR
CONTACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Prior to the commencement of work governed by this contract, the Contractor will obtain Commercial General Liability Insurance. Coverage will be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

The minimum limits acceptable is:

$1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners will be named as Additional Insured on all policies issued to satisfy the above requirements.

GL3

BUSINESS AUTOMOBILE LIABILTY INSURANCE REQUIREMENTS
FOR
CONTACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Business Automobile Liability Insurance. Coverage will be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable is:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable are:

$ 500,000 per Person
$1,000,000 per Occurrence
$ 100,000 Property Damage

The Monroe County Board of County Commissioners will be named as Additional Insured on all policies issued to satisfy the above requirements.

VL3

WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
CONTRACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Prior to the commencement of work governed by this contract, the Contractor will obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable Workers' Compensation state statutes and the requirements of Chapter 440, Florida Statutes.

In addition, the Contractor will obtain Employers' Liability Insurance with limits of not less than:

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease, policy limits
$1,000,000 Bodily Injury by Disease, each employee

Coverage will be maintained throughout the entire term of the contract.

Coverage will be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County may recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC3

CYBER LIABILITY INSURANCE REQUIREMENTS
FOR
CONTRACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Prior to the commencement of work governed by this contract, the Contractor will obtain Cyber Liability Insurance. Coverage will be maintained throughout the life of the contract and include the following coverages:

- Data Breach
- Network Security Liability
- Internet Media
- Network Extortion
- Regulatory Proceedings
- PCI Fines and Costs

The minimum limits acceptable is:

$1,000,000

CL1

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Safeware Inc"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date: 12/10/2021

STATE OF: Maryland

COUNTY OF: Prince Georges

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 12/10/2021 (date) by Thomas F. Nairn Jr (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

STACEY EASTON NOTARY PUBLIC PRINCE GEORGES COUNTY, MD

Stacey Easton 12/10/21
NOTARY PUBLIC

My Commission Expires:

Stacey Easton
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES May 7, 2022

NON-COLLUSION AFFIDAVIT

I, Thomas F. Nairn, Jr. of the city of Lanham, MD according to law on my oath, and under penalty of perjury, depose and say that

a. I am Vice President of the firm of Safeware Inc the bidder making the Proposal for the project described in the Request for Proposals for Monroe County, FL and that I executed the said proposal with full authority to do so;

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

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

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

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

(Signature)

Date: 12/10/2021

STATE OF: Maryland

COUNTY OF: Prince Georges

Subscribed and sworn to (or affirmed) before me, by means of ☒physical presence or ☐ online notarization, on 12/10/2021 (date)

by Thomas F. Nairn Jr. (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

STACEY EASTON NOTARY PUBLIC PRINCE GEORGES COUNTY, MD

Stacey Easton 12/10/21
NOTARY PUBLIC

My Commission Expires:

Stacey Easton
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES May 7, 2022

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:
Safeware Inc
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Signature)

Date: 12/10/2021

STATE OF: Maryland
COUNTY OF: Prince Georges

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 12/10/2021 (date) by Thomas F. Nairn Jr. (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

STACEY EASTON NOTARY PUBLIC PRINCE GEORGES COUNTY, MD

Stacey Easton 12/10/21
NOTARY PUBLIC

My Commission Expires:

Stacey Easton
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES May 7, 2022

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Thomas F. Nairn, Jr (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: 12/10/2021

STATE OF: Maryland

COUNTY OF: Prince Georges

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 12/10/2021 (date) by Thomas F. Nairn Jr. (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Stacey Easton 12/10/21
NOTARY PUBLIC

My Commission Expires:

Stacey Easton
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES May 7, 2022

STACEY EASTON NOTARY PUBLIC PRINCE GEORGES COUNTY, MD

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): _____

Respondent Vendor Name: Safeware Inc

Vendor FEIN: 52-1152883

Vendor's Authorized Representative Name and Title: Thomas F. Nairn, Jr. Vice President

Address: 4403 Forbes Blvd

City: Lanham State: MD Zip: 20706

Phone Number: 301-683-1234

Email Address: tnairn@safewareinc.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Thomas F. Nairn, Jr, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Thomas F. Nairn, Jr

Title: Vice President

Note: The List are available at the following Department of Management Services Site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Lanham-Alliant Ins Svc Inc 9901 Business Pkwy Ste B Lanham, MD 20706	CONTACT NAME: Danielle Harris PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: danielle.harris@alliant.com
INSURED Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACE American Insurance Company 22667 INSURER B : Great Northern Insurance Company 20303 INSURER C : Indian Harbor Insurance Company 36940 INSURER D : Federal Insurance Company 20281 INSURER E : Travelers Casualty and Surety Company of America 31194 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			G71540856 003 Approved Risk Management with Attachments Maria L. Slavik 8-23-2021	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			73609894	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SXS0059397	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE General Agg	$ 5,000,000 $ $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71764145	7/1/2021	7/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Cyber Liability			105648936	7/1/2021	7/1/2022	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured with respect to: 1) general liability for products, ongoing operations and completed operations; and 2) automobile liability both to the extent required by written contract subject to policy terms, conditions, exclusions and limits. General and automobile liability policies permit waiver of subrogation prior to loss. Applicable policy forms are attached or available on written request.

CERTIFICATE HOLDER

The Monroe County Board of County Commissioners
1111 12th St., Suite 408
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Danielle Harris

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All Vendors	**All Products**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
   - **a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   - **b.** Any express warranty unauthorized by you;
   - **c.** Any physical or chemical change in the product made intentionally by the vendor;
   - **d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   - **e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   - **f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   - **g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   - **h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
     - **(1)** The exceptions contained in Subparagraphs **d.** or **f.**; or
     - **(2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have

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acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
As required by written contract/loan requirements, provided contract/loan is executed prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **Any Person or Organization where required by written contract signed prior to the date of loss.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Where required by written contract, signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. **EXTENDED CANCELLATION CONDITION**
   Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
2. **BROAD FORM INSURED**
   A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
   The Named Insured shown in the Declarations is amended to include:
   1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
   2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
      (a) That is an "insured" under any other automobile policy;
      (b) That has exhausted its Limit of Insurance under any other policy; or
      (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. Employees as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. Lessors as Insureds
   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
      (1) The agreement requires you to provide direct primary insurance for the lessor; and
      (2) The "auto" is leased without a driver.

   Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
   However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
      1. You;
      2. Any of your "employees" or agents; or
      3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

   D. Persons And Organizations As Insureds Under A Written Insured Contract
   Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
   f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
   However, such person or organization is an "insured" only:

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-21** Policy No. **71764145** Endorsement No.

Insured **SAFEWARE, INC.** Premium $ **Incl.**

Insurance Company **Federal Insurance Company**

Countersigned By _____

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Workers' Compensation and Employers' Liability Policy

Named Insured SAFEWARE, INC.	Endorsement Number
	Policy Number Symbol: Number: (22) 7176-41-45
Policy Period 07/01/2021 **TO** 07/01/2022	Effective Date of Endorsement 07/01/2021
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL CALIFORNIA OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be 1% percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:

_____
Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

2. Operations:
   ALL TEXAS OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07-01-21** Policy No. **71764145** Endorsement No.

Insured **SAFEWARE, INC.** Premium $ **Incl.**

Insurance Company **Federal Insurance Company**

Countersigned By _____

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**

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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	**CONTACT NAME:** Lauren Serio **PHONE (A/C, No, Ext):** 443-632-3380 **FAX (A/C, No):** 410-337-0551 **E-MAIL ADDRESS:** Lauren.Serio@MarshMMA.com
INSURED SAFEINC-02 Safeware Inc. 4403 Forbes Blvd Lanham MD 20706	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ACE American Insurance Company 22667 **INSURER B :** Great Northern Insurance Co. 20303 **INSURER C :** Indian Harbor Insurance Company 36940 **INSURER D :** Bankers Standard Insurance Company - An ACE 18279 **INSURER E :** Gotham Insurance Company 25569 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 300658687 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	G71540856 005 APPROVED BY RISK MANAGEMENT BY DATE 8/14/2023 WAIVER N/A___YES___	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	(22)7360-98-94	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $			SXS005939702	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		(23)7176-41-45	7/1/2023	7/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Liability - Secondary Excess			EX202300003675	7/1/2023	7/1/2024	Limit	$2M. Excess $5M.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Monroe County Board of County Commissioners is additional insured on the General Liability and Automobile Liability for ongoing and completed operations when required by written contract per attached forms. A Blanket Waiver of Subrogation applies in favor of the Additional Insureds for General Liability and Automobile Liability when required by written contract per attached forms.

CERTIFICATE HOLDER

The Monroe County Board of County Commissioners
1111 12th St.
Suite 408
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

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4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

   (1) Excess while it is connected to a motor vehicle you do not own; or

   (2) Primary while it is connected to a covered "auto" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

   b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **Any Person or Organization where required by written contract signed prior to the date of loss.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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General Endorsement

General Policy Information

Named Insured: Safeware, Inc

Policy Symbol: PMD | Policy Number: G71540856 005

Endorsement Number: 001 | Effective date of Endorsement: 07/31/2023

Policy Period: 07/01/2023 to 07/01/2024

Issued by: ACE American Insurance Company

This Endorsement changes the policy – Please read it carefully

This endorsement modifies insurance provided under the following:

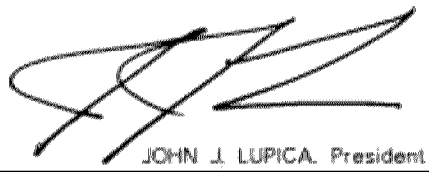
Commercial General Liability COVERAGE FORM

Endorsement Information

In consideration of no change in premium, the following endorsement has been added per the attached:

Additional Insured – Owners, Lessees or Contractors – Completed Operations
CG 20 37 12 19

All other terms and conditions of this policy remain unchanged.



Authorized Agent

CHUBB®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Person or Organization where required by written contract signed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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TASK ORDER NO. 5

TO THE MASTER AGREEMENT FOR THE PURCHASE AND INSTALLATION OF PUBLIC SAFETY AND SECURITY SYSTEMS

This Task Order No. 5 ("Task Order") is issued by Monroe County Florida, a political subdivision of the State of Florida ("County"), to Safeware, Inc. ("Contractor"). County and Contractor shall each be known as a "Party" and collectively shall be known as the "Parties."

This Task Order is directly related to and subject to the Master Agreement for the Purchase and Installation of Public Safety and Security Systems ("Agreement") executed by the Parties on December 8, 2021.

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case the provision or Article of the Agreement will be specifically referenced in this Task Order and the amendment, addition, or modification shall be precisely described.

This Task Order is effective as of January 31, 2024 ("Effective Date").

WHEREAS, Article 2.1 of the Agreement provides that the County will issue individual task orders for specific projects executed by the Contractor under the Agreement; and

WHEREAS, the Contractor has provided a quote for installation of a security system at the [redacted] (Attachment 1); and

WHEREAS, the pricing provided for the purchase and installation of the [redacted] security system is no greater than the pricing offered by the Contractor under the two contracts attached as Attachment A to the Agreement, which were awarded by the local governments after full and open competitive procurements, and the County is therefore entitled to utilize these contracts and associated pricing pursuant to Chapter 7, paragraph (C)2. of the Monroe County Purchasing Policy.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. County and Contractor agree that the services and deliverables for this Task Order are as set forth in Attachment 1 to this Task Order (Quotation 10094259).

2. This Task Order shall be effective upon the date on which the last Party has executed this Task Order. The end date for this Task Order will be the earlier of September 30, 2024, or the completion of the Services set forth in this Task Order, whichever comes first. The Task Order is subject to early termination in accordance with the terms of the Agreement if the Services are no longer required.

3. Monroe County's contact for this Task Order shall be:

Mark A. Gongre
Safety and Security Administrator
1100 Simonton St.
Key West, Fl.33040
Gongre-mark@monroecounty-fl.gov
305-292-4552 (office)
305-395-0389 (cell)

4. All other terms and conditions of the Agreement remain in full force and effect.

5. County and Contractor certify by their undersigned authorized agents that they have read this Task Order and agree to be bound by its terms and conditions.

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

(SEAL) Attest: Kevin Madok, Clerk	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By: _____ As Deputy Clerk	By: _____ Mayor
(Seal) Attest:	CONTRACTOR: SAFEWARE, INC.
By: Stacey Eastlen Title: AP Supervisor	By: Jessica M. Faulkner Title: Assistant Secretary

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 1-16-2024
Cynthia L. Hall

Attachment 1 (Quotation)

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	1 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 110344

Monroe County Safety and Security
1100 Simonton Street #2-268
Attn: Mark Gongre
Key West, FL 33040

305-294-4641

Ship To:

[redacted]

Requested By: Mark Gongre

PO Number	*Taker*	*Email*
[redacted]	Lori Orantes	lorantes@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				

Order Note: Notes

[redacted]

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	2 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	3 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	4 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	5 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	6 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	7 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	8 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	9 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	10 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	11 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094259	
Order Date	Page
12/21/2023 18:38:41	12 of 12

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

Total Lines: 103

SUB-TOTAL:	119,270.36
TAX:	0.00
AMOUNT DUE:	**119,270.36**

Actual freight added per freight terms

TASK ORDER NO. 6

TO THE MASTER AGREEMENT FOR THE PURCHASE AND INSTALLATION OF PUBLIC SAFETY AND SECURITY SYSTEMS

This Task Order No. 6 ("Task Order") is issued by Monroe County Florida, a political subdivision of the State of Florida ("County"), to Safeware, Inc. ("Contractor"). County and Contractor shall each be known as a "Party" and collectively shall be known as the "Parties."

This Task Order is directly related to and subject to the Master Agreement for the Purchase and Installation of Public Safety and Security Systems ("Agreement") executed by the Parties on December 8, 2021.

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case the provision or Article of the Agreement will be specifically referenced in this Task Order and the amendment, addition, or modification shall be precisely described.

This Task Order is effective as of January 31, 2024 ("Effective Date").

WHEREAS, Article 2.1 of the Agreement provides that the County will issue individual task orders for specific projects executed by the Contractor under the Agreement; and

WHEREAS, the Contractor has provided a quote for installation of a security system at the [redacted] (Attachment 1); and

WHEREAS, the pricing provided for the purchase and installation of the [redacted] security system is no greater than the pricing offered by the Contractor under the two contracts attached as Attachment A to the Agreement, which were awarded by the local governments after full and open competitive procurements, and the County is therefore entitled to utilize these contracts and associated pricing pursuant to Chapter 7, paragraph (C)2. of the Monroe County Purchasing Policy.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. County and Contractor agree that the services and deliverables for this Task Order are as set forth in Attachment 1 to this Task Order (Quotation 10094203).

2. This Task Order shall be effective upon the date on which the last Party has executed this Task Order. The end date for this Task Order will be the earlier of September 30, 2024, or the completion of the Services set forth in this Task Order, whichever comes first. The Task Order is subject to early termination in accordance with the terms of the Agreement if the Services are no longer required.

3. Monroe County's contact for this Task Order shall be:

Mark A. Gongre
Safety and Security Administrator
1100 Simonton St.
Key West, Fl.33040
Gongre-mark@monroecounty-fl.gov
305-292-4552 (office)
305-395-0389 (cell)

4. All other terms and conditions of the Agreement remain in full force and effect.

5. County and Contractor certify by their undersigned authorized agents that they have read this Task Order and agree to be bound by its terms and conditions.

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

(SEAL)
Attest: Kevin Madok, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

(Seal)
Attest:

By: Stacey Easton
Title: AP Supervisor

CONTRACTOR: SAFEWARE, INC.

By: Jessica M. Faulkner
Title: Assistant Secretary

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 1-16-2024
Cynthia L. Hall

Attachment 1 (Quotation)

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
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Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 110344

Monroe County Safety and Security
1100 Simonton Street #2-268
Attn: Mark Gongre
Key West, FL 33040

305-294-4641

Ship To:

Monroe County BOCC
[redacted]

Requested By: Mark Gongre

PO Number	*Taker*	*Email*
[redacted]	Lori Orantes	lorantes@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
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Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	3 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	
[redacted]	[redacted]	*Remaining*	*UOM* [redacted]	*Disp.*	[redacted]			
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	4 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	5 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	6 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*			
		Remaining	*UOM*					

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	7 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	
		Remaining	*UOM*	*Disp.*				

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	8 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	
		Remaining	*UOM*	*Disp.*				

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	9 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	10 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	
		Remaining	*UOM*	*Disp.*				
[redacted]								

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094203	
Order Date	Page
12/21/2023 13:50:54	11 of 11

Quote Expires On: 01/20/2024

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	[redacted]	Remaining	UOM / Unit Size	Disp.				
[redacted]								

Total Lines: 103

SUB-TOTAL:	126,069.49
TAX:	0.00
AMOUNT DUE:	**126,069.49**

Actual freight added per freight terms

TASK ORDER NO. 7

TO THE MASTER AGREEMENT FOR THE PURCHASE AND INSTALLATION OF PUBLIC SAFETY AND SECURITY SYSTEMS

This Task Order No. 7 ("Task Order") is issued by Monroe County Florida, a political subdivision of the State of Florida ("County"), to Safeware, Inc. ("Contractor"). County and Contractor shall each be known as a "Party" and collectively shall be known as the "Parties."

This Task Order is directly related to and subject to the Master Agreement for the Purchase and Installation of Public Safety and Security Systems ("Agreement") executed by the Parties on December 8, 2021.

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case the provision or Article of the Agreement will be specifically referenced in this Task Order and the amendment, addition, or modification shall be precisely described.

This Task Order is effective as of January 31, 2024 ("Effective Date").

WHEREAS, Article 2.1 of the Agreement provides that the County will issue individual task orders for specific projects executed by the Contractor under the Agreement; and

WHEREAS, the Contractor has provided a quote for installation of a security system at the [redacted] (Attachment 1); and

WHEREAS, the pricing provided for the purchase and installation of the [redacted] security system is no greater than the pricing offered by the Contractor under the two contracts attached as Attachment A to the Agreement, which were awarded by the local governments after full and open competitive procurements, and the County is therefore entitled to utilize these contracts and associated pricing pursuant to Chapter 7, paragraph (C)2. of the Monroe County Purchasing Policy.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. County and Contractor agree that the services and deliverables for this Task Order are as set forth in Attachment 1 to this Task Order (Quotation 10094327).

2. This Task Order shall be effective upon the date on which the last Party has executed this Task Order. The end date for this Task Order will be the earlier of September 30, 2024, or the completion of the Services set forth in this Task Order, whichever comes first. The Task Order is subject to early termination in accordance with the terms of the Agreement if the Services are no longer required.

3. Monroe County's contact for this Task Order shall be:

Mark A. Gongre
Safety and Security Administrator
1100 Simonton St.
Key West, Fl.33040
Gongre-mark@monroecounty-fl.gov
305-292-4552 (office)
305-395-0389 (cell)

4. All other terms and conditions of the Agreement remain in full force and effect.

5. County and Contractor certify by their undersigned authorized agents that they have read this Task Order and agree to be bound by its terms and conditions.

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

(SEAL)
Attest: Kevin Madok, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor

(Seal)
Attest:

CONTRACTOR: SAFEWARE, INC.

By: Stacey Eastes
Title: AP Supervisor

By: Jessica M. Faulkner
Title: Assistant Secretary

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 1-16-2024
Cynthia L. Hall

Attachment 1 (Quotation)

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10094327	
Order Date	Page
12/22/2023 09:45:14	1 of 11

Quote Expires On: 01/21/2024

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 110344

Monroe County Safety and Security
1100 Simonton Street #2-268
Attn: Mark Gongre
Key West, FL 33040

305-294-4641

Ship To:

[redacted]

Requested By: Mark Gongre

PO Number	*Taker*	*Email*
[redacted]	Lori Orantes	lorantes@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]					Notes			

[redacted]

QUOTATION

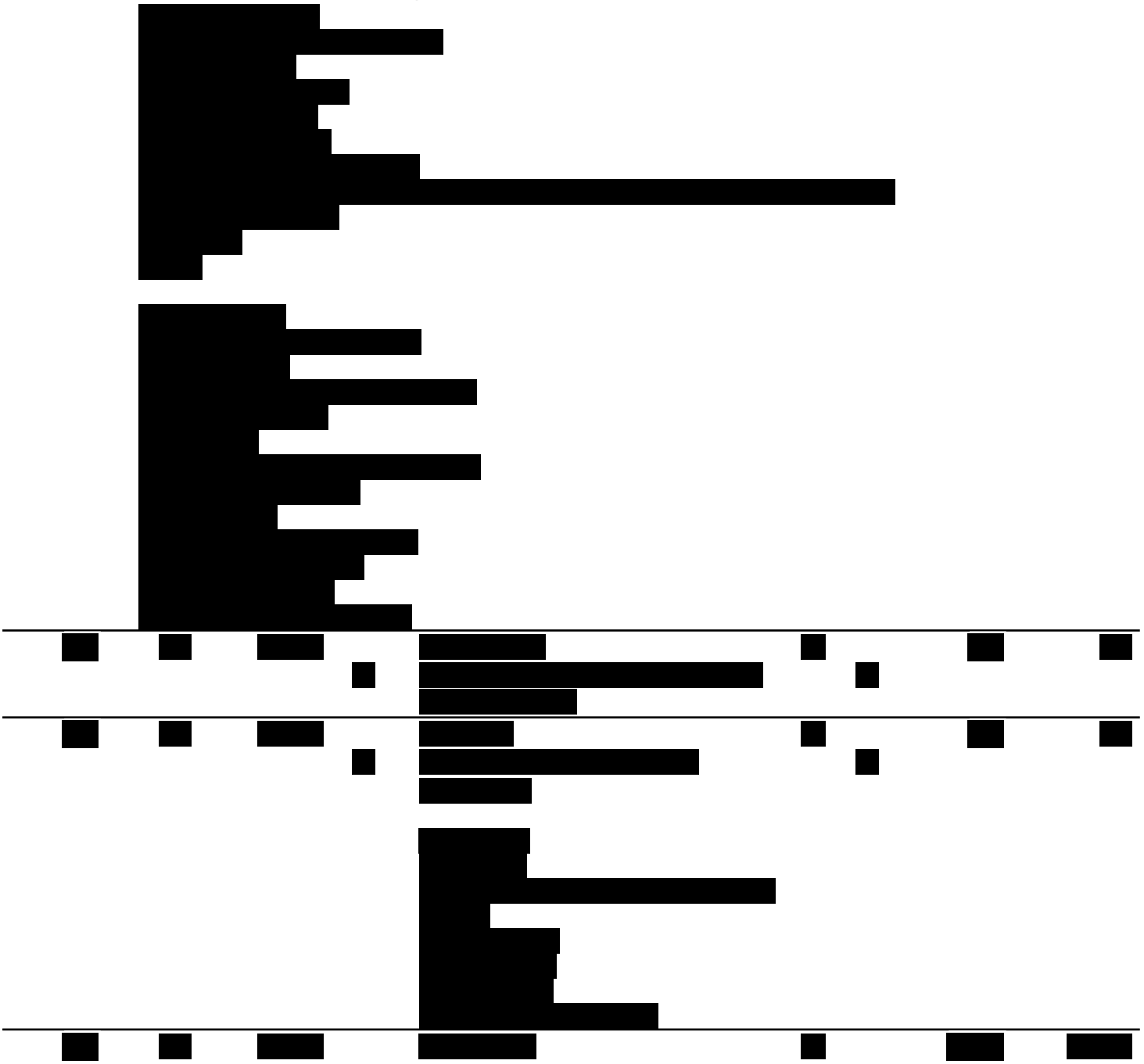
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12/22/2023 09:45:14	2 of 11

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Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				



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12/22/2023 09:45:14	3 of 11

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Quantities					*Item ID* *Item Description*	*Pricing UOM*		
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*		*Unit Size*	*Unit Price*	*Extended Price*
[redacted]								

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Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

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Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
[redacted]								

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Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

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Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

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Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

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Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	
		Remaining	*UOM* *Uni*	*Disp.*				

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Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				
[redacted]								

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Quantities					*Item ID* *Item Description*			
		Remaining	*UOM*					
[redacted]								

Total Lines: 96

SUB-TOTAL:	120,809.94
TAX:	0.00
AMOUNT DUE:	**120,809.94**

Actual freight added per freight terms

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C3
2023-1452

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval of a First Amendment to Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection services, updating the service locations and other provisions of the Agreement to bring it current, provides option to request a proposal/quote from the Contractor only for equipment replacement and installation, increases the contract amount by a 3% CPI-U with an effective date of December 12, 2023, and increases the total annual compensation to $126,522.00. Contract paid from funds 001, 101, and 147.

ITEM BACKGROUND:
On December 7, 2022, the BOCC approved a Bid Award Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection services. The initial term of the Agreement is for two (2) years, which commenced on December 13, 2022, and terminates on December 12, 2024. The Agreement provides for an additional three (3) one-year renewal periods.

This First Amendment seeks approval to allow for the option to request from the Contractor only, a proposal/quote for Equipment Replacement and Installation in accordance with the current Monroe County BOCC Purchasing Policy. Pursuant to Paragraph 6 of the Agreement, the Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers, or 3%, whichever is less, as reported by the U.S. Bureau of Labor Statistics as of December 31 of the previous year. The CPI-U on December 31, 2022, was **6.5%**, and thus the parties agree to increase the payments by three percent (3%), pursuant to the Agreement, with an effective date retroactive to December 12, 2023. The total annual compensation will increase from $118,800.00 to $126,522.00. This Amendment also corrects or updates certain provisions to bring the Agreement current with County, State, or Federal contract provisions. Staff seeks approval of this First Amendment.

PREVIOUS RELEVANT BOCC ACTION:
December 7, 2022 BOCC approved a Bid Award Agreement with Barnes Alarm Systems, Inc. for

Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection services.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
First Amendment with Barnes Alarm Systems, Inc. correcting or updating certain provisions to bring it current with County, State or Federal contract provisions, allows option to seek proposals/quotes from Contractor only for equipment replacement and installation, updates service locations, increases the contract amount by a 3% CPI-U with an effective date of December 12, 2023, and to increase the total annual compensation to $126,522.00.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

02-21-2024-First Amendment - Barnes (Final with exhibits legal stamped) added signature page.pdf
12-07-2022-Bid Award Agreement-Item S5-Barnes Alarm-Exec.pdf
Barnes GL COI 2023 - 2024-Exec.pdf
Barnes-auto COI 2023-2024-Exec.pdf
Barnes- WC-COI 2023 - 2024-Exec.pdf

FINANCIAL IMPACT:

Effective Date: 12-12-2023

Expiration Date: 12-11-2024

Total Dollar Value of Contract: $126,522.00

Total Cost to County: $126,522

Current Year Portion: $94,891.50

Budgeted: yes

Source of Funds: Funds 001, 101, & 147

CPI: Yes

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No If yes, amount:

Grant: N/A

County Match: N/A

Insurance Required: yes

Additional Details: Provides for 3% increase which is effective retroactive to December 12, 2023.

FIRST AMENDMENT TO AGREEMENT

FOR

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

This First Amendment to Agreement is made and entered into this 21st day of February, 2024, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **BARNES ALARM SYSTEMS, INC.,** a *Florida* Profit *Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 3201 Flagler Ave., Suite 503, Key West, Florida 33040, but whose mailing address for purposes of this Agreement is 5800 Overseas Highway, No. 30, Marathon, Florida 33050.

WHEREAS, the parties hereto did on December 7, 2022, enter into an Agreement for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair and Monitoring ("Original Agreement"); and

WHEREAS, the County desires to amend the Original Agreement to add and/or update provisions to allow for the option to request from the Contractor only, a proposal/quote for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy approved by the Board of County Commissioners; and

WHEREAS, the County desires to amend the Original Agreement to update locations currently serviced; and

WHEREAS, the County desires to increase payment amounts by the annual CPI-U increase adjustment of three percent (3 %) pursuant to the terms of the Original Agreement, with an effective date retroactive to December 12, 2023; and

WHEREAS, the County desires to increase the annual not to exceed amount; and

WHEREAS, the parties desire to amend the Original Agreement to correct and/or update provisions to bring it current with certain County, State, or Federal required contract provisions; and

WHEREAS, the parties desire to amend Exhibit "A" of the Original Agreement, which reflects the Scope of Work, to bring it current as to locations and other changes as reflected in this First Amendment; and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to amend its Original Agreement and enter into this First Amendment to Agreement;

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

1. The first sentence of Paragraph 2, **SCOPE OF WORK,** of the Original Agreement, is hereby amended to reflect that an **Exhibit "A – Revised"** is attached hereto and made a part hereof to replace the Exhibit "A" in the Original Agreement. The attached Exhibit "A – Revised" reflects the Scope of Work with the new list of locations, deletion of the last paragraph of the Exhibit as to major component failure or system breakdown, and other changes as reflected in this First Amendment. The remaining provisions of Paragraph 2, Scope of Work, of the Original Agreement, remain the same.

2. In accordance with Paragraph 6, **TERM OF AGREEMENT,** of the Original Agreement, the Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or 3%, whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation or 3%, whichever is less, at December 31 of the previous year. The CPI-U on December 31, 2022, was six and five tenths' percent (**6.5%)**, and thus the parties desire to increase the payments by three percent (3%), which is the lesser amount, with an effective date retroactive to December 12, 2023.

3. Sub-paragraphs C. and D. of Paragraph 5, **CONTRACT SUM AND PAYMENTS TO CONTRACTOR**, of the Original Agreement, are amended to reflect new contract payment amounts pursuant to the annual CPI-U change effective retroactive to December 12, 2023, update locations, delete the graphs shown on pages six (6) through nine (9) of the Original Agreement, which set forth locations and the equipment and devices at each location, with said graph pages to be included only in Exhibit "A - Revised" attached hereto, and increase the annual not-to-exceed compensation amount. Paragraphs 5 C. and D. of the Original Agreement are replaced with the following:

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FIRE ALARM SYSTEMS AND LOCATIONS

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100	$ 1,043.57	$ 44.56
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402	$ 291.80	$ 44.56
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II	$ 291.80	$ 44.56
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200	$ 2,044.83	$ 44.56
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200	$ 826.41	$ 44.56
Public Defender's New Office	316 Simonton Street	Notifier NFS-320	NFS-320	$1,043.57	$44.56
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X	$ 458.87	$ 44.56
Supervisor of Elections/Bayshore Ofc	5200 College Road, Stock Island	Notifier	SFP-10UD	$ 542.40	$ 44.56
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B	$ 375.33	$ 44.56
Gato Building	1100 Simonton Street, Key West	Simplex	4010	$ 709.45	$ 44.56
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A	$00.00	$ 27.85
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320	$ 1,043.57	$ 44.56
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100	$ 860.94	$ 44.56

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404	$ 458.87	$ 44.56
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3	$ 709.45	$ 44.56
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier NFW-50X	NFW-50X	$458.87	$44.56
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000	$ 1,043.57	$ 44.56
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD	$ 542.40	$ 44.56
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024	$ 542.40	$ 44.56
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320	$ 542.40	$ 44.56
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X	$ 458.87	$ 44.56
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100	$ 625.92	$ 44.56
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320	$ 542.40	$ 44.56
Marathon Library Elevator -Cellular	3490 Overseas Hwy., Marathon	N/A	N/A	$00.00	$44.56
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD	$ 542.40	$ 44.56
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010	$ 625.92	$ 44.56
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050	$ 543.46	$ 44.56

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24	$ 709.45	$ 44.56
Plantation Key Courthouse (old location)	88820 Overseas Hwy.,, Plantation Key	FireLite	MP-24	$ 1,043.57	$ 44.56
Islamorada Library	81830 Overseas Hwy., Islamorada	FireLite	MS-4424b	$ 709.45	$ 44.56
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Hwy., Key Largo	Siemens	FS-250	$ 1,376.37	$ 44.56
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2	$ 1,043.57	$ 44.56
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD	$709.45	$44.56
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1	$ 291.80	$ 44.56
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD	$ 375.33	$ 44.56
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200	$ 584.22	$ 44.56
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart	$ 584.22	$ 44.56
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100	$ 543.46	$ 44.56
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100	$ 709.45	$ 44.56

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER MODEL #**	**MONTHLY MONITOR AMOUNT**
Key West Drug Court	500 Whitehead St., Key West	CH Annex system	$ 27.85
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system	$ 27.85
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	CH Annex system	$ 27.85
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco V 128 FSB Panel (digi	$ 27.85
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GS (cellular)	$ 27.85
KW May Hill Library	700 Fleming St., Key West	Honeywell Lynx 521	$27.85
Gato Building	1100 Simonton St., Key West	Ademco Honeywell	$ 27.85
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell	$ 0.00
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210	$27.85
Big Pine Commissioner Distric	243 Key Deer Blvd., Big Pine Key	Lynx 5210	$27.85
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Honeywell Lynx 5210	$ 27.85
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7 plus	$27.85
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210	$ 27.85
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon State Attorney Offic	2975 Overseas Hwy., Marathon	Vista 20P	$ 27.85

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL #	MONTHLY MONITOR AMOUNT
Medical Examiner	56639 Overseas Hwy., Craw Key	Simplex Grinnel 4010 FACP	$ 27.85
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P	$ 27.85
PK Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus	$ 27.85
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus	$ 27.85
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578	$ 27.85
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p	$27.85
Magnolia Building	300 Magnolia, Key Largo	Vista 20P	$ 27.85
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus	$ 27.85

The tables provided represent the most current information from the County regarding its buildings and their systems and may contain errors. By submitting a proposal, the Contractor agrees that they have verified the existing systems and condition.

The Total Annual (12 Months), Monthly Monitoring and Annual Inspections shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

Fifty-four Thousand Five Hundred Twenty-four and 17/100 Dollars.

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal- words)

$ 54,524.17

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal – numbers)

The above annual total amount is comprised of the following:

Total Fire Alarm **Annual** Inspections ___$25,849.81_____

Total Fire Alarm **Monthly** Monitoring ___$1,721.13 X 12 = $20,653.56_____

Total Panic Alarm **Monthly** Monitoring ___$ 668.40 X 12 = $8,020.80_____

Contractor shall also provide a price and brief description of services required to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

For properties requiring upgraded communicators, billing will be done as follows: hourly rate times the time onsite and materials cost with 15% increase. 17 Properties, 1.5 hr. + $240.35 each.

The Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring. Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring - words)

_____Six Thousand Three Hundred Eighteen and 56/100 Dollars_____

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring – numbers)

_____$6,318.56_____

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees:

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form is attached hereto as **Exhibit "B"** and made a part hereof for submission with invoices.

Total **Hourly** Fees for **Repairs, Panic Testing, Additional Services, Security System Services and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$_____87.55_____ per hour, technician

$_____133.90_____ per hour, technician plus helper

$_____46.35_____ per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$____131.33_____ per hour, technician

$____200.85_____ per hour, technician plus helper

$_____69.53_____per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen (15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others). The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000.00 or more and itemized invoices in writing.

D. Total Compensation to Contractor under this Agreement shall not exceed **One Hundred Twenty-Six Thousand, Five Hundred Twenty-Two ($126,522.00) Dollars** annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

4. Paragraph 5. E. of the Original Agreement and the section titled **MAJOR COMPONENT OR SYSTEM BREAKDOWN**, shown as the last paragraph in Exhibit "A" to the Original Agreement, were the same paragraphs. The Original Agreement is hereby amended to delete Paragraph 5. E. therein and replace it in its entirety with the following paragraph:

E. **Major Component Failure or System Breakdown**
In the event a System Failure or any of its major components or parts need to be replaced or repaired due to a major component failure, system breakdown, or upgrade, the County shall have the option to request from the Contractor only, a proposal/quote for replacement

equipment or parts and all associated installation thereto. Approval of such proposals/quotes shall follow the current Monroe County Purchasing Policy. Only after receiving an amendment, if required by the County's Purchasing Policy, and/or a notice to proceed from the County, shall the Contractor proceed with these additional services as noted herein.

The last paragraph of Exhibit "A", which was denoted as **Major Component Failure or System Breakdown,** is hereby deleted as being redundant of Paragraph 5. E. in the Agreement.

5. Paragraph 14, **NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY,** of the Original Agreement is hereby amended to replace the first paragraph only with the following:

14. **NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

All other provisions of Paragraph 14 as set forth in the Original Agreement remain the same.

6. Paragraph 21, **TERMINATION,** of the Original Agreement is hereby amended to delete the current Paragraph 21, F. and replace in its entirety Sub-paragraph F. only of Paragraph 21 with the following paragraph:

F. For Contracts of $1,000,000 or more:

(1) If the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, the County shall have the option of (1) immediately terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 187.135(5)(a), Florida Statutes, or (2) maintaining the Agreement at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

(2) If the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, or if the Contractor/Consultant has been placed on a list created pursuant to Section 215.473, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement, or (2) maintaining the Agreement, at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

All other provisions of Paragraph 21 as set forth in the Original Agreement remain the same.

7. Paragraph 38, **PUBLIC ENTITY CRIME STATEMENT,** of the Original Agreement, is hereby amended to delete the current Paragraph 38, as set forth therein, and replace it in its entirety with the following paragraph:

38. PUBLIC ENTITY CRIME STATEMENT

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

8. Paragraph **44.1**, **Davis-Bacon Act,** of the Original Agreement, is amended to only reflect an updated Davis-Bacon Wage Determination Statement dated January 5, 2024, which is attached hereto as **Exhibit "C - Revised"** and made a part hereof. All other provisions of Paragraph 44.1 remain the same.

9. The heading of Paragraph 44.7, **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. §200.322,** of the Original Agreement, is hereby amended to correct the

heading of the current Paragraph 44.7, as set forth therein, and replace the heading it in its entirety to indicate the correct citation and reflect the new heading as **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. §200.323,** with the paragraph itself to remain the same.

10. Except as set forth in Paragraphs 1 through 9 of this First Amendment to Agreement, in all other respects, all the terms and conditions of the Original Agreement, dated December 7, 2022, not inconsistent herewith, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

1/16/24 Melissa Seamiller
Date Print Name

_____
Signature

1/16/24 Deborah Globe
Date Print Name

CONTRACTOR: BARNES ALARM SYSTEMS, INC.

_____
Signature of person authorized to legally bind CONTRACTOR

Date: 1/16/24

Chris Globe Vice president
Print Name and Title

Address: 5800 overseas hwy #30
Marathon, FL 33050

Telephone Number
305-743-7334 / 305-294-6753

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/10/2024

EXHIBIT "A – REVISED"

Scope of Work

EXHIBIT "A - REVISED"

SCOPE OF WORK

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING
MONROE COUNTY, FLORIDA

Introduction:

The Contractor will provide all labor, supervision, engineering, equipment, parts, tools, transportation, services, accommodations, incidentals, and supplies for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair, and Monitoring for various buildings located in the Upper, Middle, and Lower Keys, Monroe County, Florida. Work shall be performed in accordance with the Contract Documents, and all documentation shall be provided pursuant to National Fire Protection Association (NFPA) Requirements most current adopted NFPA 25, and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency. Note: No oral interpretations will be made by any Contractor/Proposer as to the meaning of referenced NFPA 25 documents.

The Contractor shall include all Fire Alarm maintenance and repairs, testing, annual inspections, and possible expansion of the systems, if required.

The Contractor shall include all Panic Alarm Systems maintenance and repairs, testing, and certification and possible expansion of the systems, if required.

Additional Security System services should include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, or any other equipment necessary for safety-related issues, and Closed Circuit Television (CCTV) service. Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements. Upon approval by the County, Contractor shall invoice the County for such improvements at the fee schedule rates for labor and material markup as specified in the contract.

Listed below are all of the current buildings and devices covered under this contract, hereinafter identified as "**Lists of Equipment.**" More buildings and devices may be added at a later date.

Lists of Equipment

Fire System:

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200
Public Defender's New Office	316 Simonton Street	TBD	TBD
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X
Supervisor of Elections/Bayshore Office	5200 College Road, Stock Island	Notifier	SFP-10UD
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B
Gato Building	1100 Simonton Street, Key West	Simplex	4010
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier	NFW-50X
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320
Marathon Library Elevator - Cellular	3490 Overseas Hwy., Marathon	N/A	N/A
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24
Plantation Key Courthouse (old location)	88820 Overseas Hwy., Plantation Key	FireLite	MP-24
Islamorada Library	MM 81.5, Islamorada	FireLite	MS-4424b
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Siemens	FS-250
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100

List of Locations with Equipment and Devices

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Fl. Breakroom - Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Public Defender's New Office	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Key West Tax Collector-Searstown	2	7		3	5				2			
Supervisor of Elections/Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Bernstein Park	7	32	5		24				3		1	
Big Pine Key Library	4	18	1		8							
Big Pine Key Community Park	6	15		1	10		3					

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Big Pine Community Center/Building Dept.	3	6			5							
Marathon Government Center	8	45	6		19	3						
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Ellis Building	7	14			6							
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E Nelson	9	9	4	2	55	4	4		2		2	
Roth Building	15	49	6		68	6						
Key Largo Library	2	6	5	1	7	3						
MC Fire Station #8	6	20	2	2	37	3	3		2		1	

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
MC Fire Station # 9	2	6	1	7	4	1						
MC Fire Station # 11	5	14		2	19				1		1	
MC Fire Station # 13	5	22	2	6	27	2	4 +1		2		1	
MC Fire Station #17	6	17	1	2	17	1			1		1	
MC Fire Station # 22	6	15	1	6	20	1						

Panic System:

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER MODEL**
Key West Drug Court	500 Whitehead St., Key West	CH Annex system
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 1 FSB Panel (digital)
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)
KW May Hill Russell Library	700 Fleming St., Key West	Honeywell Lynx 5210
Gato Building	1100 Simonton St., Key West	Ademco Honeywell
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210
Big Pine Commissioner District 2	243 Key Deer Blvd., Big Pine Key	Lynx 5210
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7plus
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210
Marathon State Attorney's Office	2975 Overseas Hwy., Marathon	Vista 20P
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex 4010

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P
Plantation Key Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p
Magnolia Building	300 Magnolia, Key Largo	Vista 20P
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus

Camera Locations and Quantity:

Bernstein Park, Stock Island – Qty: 16

Big Pine Key Commissioner District 2 Office, Big Pine Key– Video intercom system

Big Pine Key Community Park, Big Pine Key– Qty: 7

Marathon State Attorney– Qty: 14

Marathon Courthouse– Qty: 19

Marathon Library– Qty: 33

Marathon Medical Examiner– Qty: 16

Supervisor of Elections/Bayshore Manor, Stock Island – Qty: 3

Key West Library – Qty: 11

Freeman Justice Center, Key West – Qty: 29

Scope of Work:

The below Scope of Work includes, but is not limited to the inspections, maintenance, monitoring, service, and replacement of Fire Alarm Systems, Panic Alarm Systems, and other Security Systems, such as electronic door lock systems, horns/strobes, and CCTV systems.

Inspection

A visual inspection of every device in the above “Lists of Equipment” will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.

Testing

Every device and control function shown in the “Lists of Equipment” will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer’s recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the technician leaves the facility. Audible testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the County.

Smoke Detector Sensitivity

Smoke Detector Sensitivity Testing will be performed in accordance with NFPA 72 using the manufacturer’s recommended test methods and a UL(Underwriters Laboratories) approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. Contractor will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement.

The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

Perform Monthly Fire and Panic Alarm Monitoring, Annual Fire Alarm Inspections and Bi-Monthly Panic Testing (once every two (2) months).

The Contractor shall respond within four (4) hours of notification of service, twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a contact person to ensure twenty-four (24) hour service.

The Owner shall reimburse the Contractor for the manufacturer’s invoice cost of all parts and materials (except freight, tax, services supplied by others, and equipment rental), plus fifteen percent (15%), that are used in repair of County owned and maintained fire and alarm systems. Manufacturer’s invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to the existing parts and materials in use. On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices must accompany requests for payment.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or three percent (3%), whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

Specifications:

A. FIRE ALARM SYSTEM ANNUAL CERTIFICATION

1. The Contractor shall furnish fire alarm system annual certification and maintenance, (including Calibrated and/or Standard Smoke Detector Sensitivity Testing as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Fire alarm annual certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance, Contract Monitor, 123 Overseas Hwy., Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

   NOTE: When performing annual inspections for some Monroe County facilities, primarily the Courthouses, it may be necessary to schedule inspections before or after normal hours on an overtime basis.

B. FIRE ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated with same to include, but not limited to, the locations indicated on the "Lists of Equipment".
2. Contractor is to provide Total Service Coverage. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all County maintained alarm systems so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner.
3. Work shall be performed in accordance with, and all documentation shall be provided pursuant to National Fire Protection Association Requirements.

C. FIRE ALARM SYSTEM REPAIR AND MAINTENANCE

1. System Software Updates - Microprocessor based systems will have the software upgraded when required to maintain the listing requirements of the AHJ.

2. Corrective Maintenance - Necessary repairs for deficient or inoperable devices, such as those found during the course of system testing, inspection, or preventative maintenance, or have failed during operation, will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements.

D. PANIC ALARM SYSTEM CERTIFICATION

1. The Contractor shall furnish panic alarm system annual certification and maintenance, (as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs. and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Alarm Certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance Department, 123 Overseas Highway, Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies, which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

E. PANIC ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Contractor shall also provide a price to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring which includes any necessary updates to the County's currently monitored systems.

F. PANIC ALARM TESTING, REPAIR AND MAINTENANCE

1. Contractor shall test all panic alarms Bi-monthly to ensure they working properly. Testing shall include, but not be limited to, battery life, proper communication signal, and overall device function.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. All identified deficiencies, which are detected and identified during the course of the testing process, shall be rendered and submitted, along with all documentation for

corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

G. OTHER SECURITY SYSTEMS REPAIR AND MAINTENANCE

1. The Contractor shall furnish electronic door lock systems, horns/strobes, and CCTV systems, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. All identified deficiencies, which are detected shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

EXHIBIT "B"

APPLICATION FOR PAYMENT DETAILS

APPLICATION FOR PAYMENT DETAILS

DATE: _____ INVOICE NUMBER: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

LOCATION: _____

ROUTINE: _____ REPAIR: _____

PARTS AND MATERIALS COSTS *

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	SUB-TOTAL
1				
2				
3				
4				
5				

PARTS & MATERIALS SUB-TOTAL $_____

15% INCREASE ON ABOVE PARTS & MATERIALS $_____

SERVICES SUPPLIED BY OTHERS (amount charged to be reimbursed) $_____

FREIGHT CHARGE (amount charged to be reimbursed) $_____

TAX CHARGES (amount charged to be reimbursed) $_____

PARTS & MATERIALS TOTAL **$**_____

LABOR (rounded to 15 minute increments) **AND EQUIPMENT COSTS**

_____Regular HOURS Technician $ _____	SUB-TOTAL	$_____
_____Regular HOURS Technician & Helper $ _____	SUB-TOTAL	$_____
_____Regular HOURS Helper alone or additional Helper $_____	SUB-TOTAL	$_____
_____Overtime HOURS Technician $_____	SUB-TOTAL	$_____
_____Overtime HOURS Technician & Helper $_____	SUB-TOTAL	$_____
_____Overtime HOURS Helper alone or additional Helper $_____	SUB-TOTAL	$_____

LABOR AND EQUIPMENT TOTAL $_____

TOTAL$_____

DESCRIPTION OF WORK:_____

_____ _____

Date Authorized Signature / Title

*Contractor must provide a copy of Invoice/Receipts for manufacturer's cost of parts & materials, freight for transportation/shipping costs, equipment rental amounts, taxes, and services supplied by others.

EXHIBIT “C - REVISED”

DAVIS-BACON WAGES STATEMENT

"General Decision Number: FL20240022 01/05/2024

Superseded General Decision Number: FL20230022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

ELEC0349-003 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 39.81	14.62

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	$ 40.40	14.90
Cranes 130-300 Ton	$ 39.38	14.90
Cranes 76 ton to 129 Ton	$ 37.57	14.90

IRON0272-004 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 27.75	15.27

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only	$ 20.21	12.38

SFFL0821-001 07/02/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 32.03	22.15

SHEE0032-003 08/12/2023

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 29.10	14.68

SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08 **	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 9.58 **	0.00

OPERATOR: Pump.....$ 11.00 ** 0.00

PAINTER: Roller and Spray.....$ 11.21 ** 0.00

PLUMBER.....$ 12.27 ** 3.33

ROOFER: Built Up,
Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: December 22, 2022

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: December 7th BOCC Meeting

Attached is an electronic copy of the following item for your handling:

S5 Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection Services. This contract is paid from Funds 001, 101 and 147.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

AGREEMENT

FOR

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 7th day of December, 2022, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **BARNES ALARM SYSTEMS, INC.,** a *Florida Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 3201 Flagler Ave., Suite 503, Key West, Florida 33040, but whose mailing address for purposes of this Agreement is 5800 Overseas Highway, No. 30, Marathon, Florida 33050.

WHEREAS, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

WHEREAS, CONTRACTOR desires to and is able to perform the work or services described in the attached Exhibit "A"; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to perform the work or services described in attached Exhibit "A" for Monroe County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. THE AGREEMENT

The Agreement consists of this document, the Request for Proposals ("RFP") documents, exhibits, and any addenda only.

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A",** which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement. The Contractor shall be responsible for the scheduling of services required per the Scope of Work, so as each task is satisfactorily completed.

3. PERSONNEL

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per site and/or location can communicate well in the English language with the County Representative. Any employee hired by the Contractor will be the Contractor's employee and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations, including but not limited to, OSHA regulations, DEP regulations, and all other applicable local, State, and Federal regulations.

The Contractor shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall be at the site of an alarm malfunction within four (4) hours of verbal, email, or text notification by the County. The Contractor shall provide an after-hours contact person and phone number. The County, upon award of the contract, shall provide a contact person and phone number for building and equipment access.

Uniforms are preferred for Contractor's personnel; however, photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

4. BACKGROUND CHECKS / FINGERPRINTING

Contractor employees must consent to Level One background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Facilities Maintenance Director or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Facilities Maintenance Director or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

Some work will be conducted at secure facilities, including, but not limited to law enforcement and fire rescue. Background checks, including at a minimum:

A. Warrants check;
B. Fingerprints;
C. Local Records check;
D. Prior employment check; and
E. Criminal History check

are required of Contractor's personnel that will enter Monroe County Sheriff's Office ("MCSO") facilities. Background checks on such personnel will be conducted by the MCSO.

MCSO may prohibit entry to, or remove from, any secure facility any Contractor employee who, in the judgment of MCSO, poses a risk to the security or good order of the facility. Thereafter, MCSO and the Contractor will immediately discuss resolution of the problem. If the problem is not resolved to the satisfaction of the MCSO, the employee shall not be permitted to return to any facility operated by the MCSO. Contractor will promptly replace the employee at no additional cost to County.

Contractor further agrees to notify County immediately upon becoming aware that one of its employees or subcontractor's employees, who previously completed the background check is subsequently arrested or convicted of any crime. Failure by Contractor to notify County of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/subcontractor and/or within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by County. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling County to terminate this contract immediately with no further responsibility to make payment or perform any other duties described herein.

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

A. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners ("BOCC"). County shall pay in accordance with the Florida Local Government Prompt Payment Act and Monroe County Code; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices with supporting documentation acceptable to the Clerk. The Monthly costs shall include the Fire and Panic Monthly Monitoring. Such invoices shall be submitted monthly in arrears. The Bi-Monthly (once every 2 months) Testing of Panic Alarms shall be performed on a time and material basis and invoiced upon completion. The Annual Fire Alarm Inspections shall be per location and invoiced upon completion with supporting reports. Contractor shall submit to County invoices no later than twenty-five (25) days after inspections/repairs with supporting documentation acceptable to the Clerk. If any major deficiencies are found, the County must be notified in writing within forty-eight (48) hours, otherwise reports must be submitted within fifteen (15) days of inspection date. Contractor shall submit to the County repair invoices with supporting documentation acceptable to the Clerk, at completion by the Contractor of the repair and said work approved by an appropriate County representative, to be paid at the earliest date possible following completion of the repair. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FIRE ALARM SYSTEMS AND LOCATIONS

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100	$ 1,013.17	$ 43.26
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402	$ 283.30	$ 43.26
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II	$ 283.30	$ 43.26
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200	$ 1,985.27	$ 43.26
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200	$ 802.34	$ 43.26
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X	$ 445.50	$ 43.26
Bayshore Manor	5200 College Road, Stock Island	Notifier	SFP-10UD	$ 526.60	$ 43.26
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B	$ 364.40	$ 43.26
Gato Building	1100 Simonton Street, Key West	Simplex	4010	$ 688.79	$ 43.26
Gato Elevator	1100 Simonton Street, Key West			$ 0	$ 27.04
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320	$ 1,013.17	$ 43.26
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404	$ 445.50	$ 43.26
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3	$ 688.79	$ 43.26
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000	$ 1,013.17	$ 43.26
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD	$ 526.60	$ 43.26
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024	$ 526.60	$ 43.26
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320	$ 526.60	$ 43.26
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X	$ 445.50	$ 43.26

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100	$ 607.69	$ 43.26
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320	$ 526.60	$ 43.26
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD	$ 526.60	$ 43.26
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010	$ 607.69	$ 43.26
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24	$ 688.79	$ 43.26
Plantation Key Courthouse (old location)	53 Highpoint Road, Plantation Key	FireLite	MP-24	$ 1,013.17	$ 43.26
Islamorada Library	MM 81.5, Islamorada	FireLite	MS-4424b	$ 688.79	$ 43.26
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Siemens	FS-250	$ 1,336.28	$ 43.26
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2	$ 1,013.17	$ 43.26
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD	$ 364.40	$ 43.26
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200	$ 567.20	$ 43.26
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart	$ 567.20	$ 43.26
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100	$ 688.79	$ 43.26
Key Largo Library	101485 Overseas Highway, Tradewinds Shopping Plaza	FireLite	MS-5UD	$ 688.79	$ 43.26
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100	$ 527.63	$ 43.26
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1	$ 283.30	$ 43.26
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050	$ 527.63	$ 43.26
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100	$ 835.86	$ 43.26

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Floor Breakroom – Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3
Key West Tax Collector-Searstown	2	7		3	5				2			
Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Big Pine Key Library	4	18	1		8							
Big Pine Key Community Park	6	15		1	10		3					
Marathon Government Center	8	45	6		19	3						
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Ellis Building	7	14			6							
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E. Nelson Govt Ctr	9	9	4	2	55	4	4		2		2	
Roth Building	15	49	6		68	6						
BCK FS # 9	2	6	1	7	4	1						
Cudjoe FS # 11	5	14		2	19				1		1	
BPK FS # 13	5	22	2	6	27	2	4 +1		2		1	
Tavernier FS # 22	6	15	1	6	20	1						
Key Largo Library	2	6	5	1	7	3						

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Conch Key FS #17	6	17	1	2	17	1			1		1	
Stock Island FS #8	6	20	2	2	37	3	3		2		1	
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Bernstein Park	7	32	5		24				3		1	

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER** **MODEL #**	**MONTHLY MONITOR AMOUNT**
Key West Courthouse Annex	502 Whitehead St., Key West	CADDX	$ 27.04
Judicial Workout Room (middle) KW Courthouse	502 Whitehead St., Key West	CH Annex system	$ 27.04
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system	$ 27.04
J. Lancelot Lester Building - District 3 Commissioner	530 Whitehead St. Key West	CH Annex system	$ 27.04
Old Courthouse - District 1 Commissioner	500 Whitehead St., Key West	CH Annex system	$ 27.04
Old Courthouse – Traffic/Fines	500 Whitehead St., Key West	CH Annex system	$ 27.04
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 128 FSB Panel (digital)	$ 27.04
Freeman Justice Center	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)	$ 27.04
Gato Building – Social Services	1100 Simonton St., Key West	Ademco Honeywell	$ 27.04
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell	$ 27.04
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210	$ 27.04
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210	$ 27.04
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex Grinnel 4010 FACP	$ 27.04

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER** **MODEL #**	**MONTHLY MONITOR AMOUNT**
Ellis Building - Supervisor of Elections	88820 Overseas Hwy., Tavernier	CADDX NX-6	$ 27.04
Ellis Building - Traffic	88820 Overseas Hwy., Tavernier	CADDX NX 6	$ 27.04
Ellis Building - Social Services	88820 Overseas Hwy., Tavernier	CADDX NX 6	$ 27.04
Ellis Building - Planning	88800 Overseas Hwy., Tavernier	CADDX NX 6E	$ 27.04
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578	$ 27.04
Spottswood Station	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Digital)	$ 27.04
Spottswood Building	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Cellular)	$ 27.04
Magnolia Building	300 Magnolia, Key Largo	Vista 20P	$ 27.04
Ellis Building-Property Appraiser	88770 Overseas Hwy., Tavernier	Vista 20P	$ 27.04
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus	$ 27.04
MC Commissioner District 2	Big Pine Key Plaza, Big Pine Key	Lynx 5210	$ 27.04
Key West Building Dept	Stock Island, Key West	Lynx 5210	$ 27.04
Marathon State Attorney Office	Marathon	Vista 20P	$ 27.04
PK Courthouse (new)	Islamorada	Pro Series A7Plus	$ 27.04
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus	$ 27.04
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210	$ 27.04

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL #	MONTHLY MONITOR AMOUNT
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210	$ 27.04
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210	$ 27.04

The tables provided represent the most current information from the County regarding its buildings and their systems and may contain errors. By submitting a proposal, the Contractor agrees that they have verified the existing systems and condition.

The Total Annual (12 Months), Monthly Monitoring and Annual Inspections shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

Fifty-two Thousand Eight Hundred Thirty-nine and 70/100 Dollars.

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal- words)

$ 52,839.70

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal – numbers)

The above annual total amount is comprised of the following:

Total Fire Alarm **Annual** Inspections $23,638.18

Total Fire Alarm **Monthly** Monitoring $1,541.14 X 12

Total Panic Alarm **Monthly** Monitoring $ 892.32 X 12

Contractor shall also provide a price and brief description of services required to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

For properties requiring upgraded communicators, billing will be done as follows: hourly rate times the time onsite and materials cost with 15% increase. 17 Properties, 1.5 hr. + $240.35 each.

The Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring. Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring - words)

Six Thousand Two Hundred Fifty-three and 45/100 Dollars

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring – numbers)

$6,253.45

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees:

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form is attached hereto as **Exhibit "B"** and made a part hereof for submission with invoices.

Total **Hourly** Fees for **Repairs, Panic Testing, Additional Services, Security System Services and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$ 85.00 per hour, technician

$ 130.00 per hour, technician plus helper

$ 45.00 per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$ 127.50 per hour, technician

$ 195.00 per hour, technician plus helper

$ 67.50 per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen** (**15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others). The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the

manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000.00 or more and itemized invoices in writing.

D. Total Compensation to Contractor under this Agreement shall not exceed **One Hundred Eighteen Thousand Eight Hundred ($118,800.00) Dollars** annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

E. In the event of a major component failure, system breakdown, maintenance service or other repairs, not contemplated herein as set forth on Exhibit "A", the County shall have the option to request from the Contractor only, a proposal/quote for the additional work in an amount that could exceed Five Thousand and 00/100 ($5,000.00) Dollars. Any proposal over Five Thousand and 00/100 ($5,000) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

6. TERM OF AGREEMENT

This two (2) year Agreement shall commence on December 13, 2022, and ends upon December 12, 2024, unless terminated earlier under paragraph 21 of this Agreement.

The County shall have the option to renew this Agreement for up to an additional three (3) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of two (2) years. The County is not required to state a reason if it elects not to renew.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or 3%, whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation or 3%, whichever is less, at December 31 of the previous year.

7. LICENSES

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal.

8. MAINTENANCE OF RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement or five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, if applicable, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

9. RIGHT TO AUDIT

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Fla. Stat., running from the date the monies were paid to Contractor. The *right to audit* provisions survive the termination of expiration of this Agreement.

10. PUBLIC RECORDS COMPLIANCE

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract,

notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

11. HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in this paragraph. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall

indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this Agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE. Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $500,000.00 bodily injury by accident, $500,000.00 bodily injury by disease, policy limits, and $500,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$300,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$200,000.00* per person, *$300,000.00* per occurrence, and *$200,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$500,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

12. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

13. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find Contractor or any of its employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

14. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

16. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

17. DISCLOSURE AND CONFLICT OF INTEREST

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec.

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

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

18. NO PLEDGE OF CREDIT

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

19. NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the COTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:

Monroe County
Facilities Maintenance Department
123 Overseas Hwy., Rockland Key
Key West, FL 33040

and

Monroe County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

FOR CONTRACTOR:

Chris Globe, Barnes Alarm Systems, Inc
5800 Overseas Highway # 30
Marathon, Florida 33050
(305) 743-7334

20. TAXES

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

21. TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this Agreement after five (5) days' written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party ninety (90) days' written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this Agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' written notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon ninety (90) days' written notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement.

E. For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

F. For Contracts of $1,000,000 or more, if the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

22. GOVERNING LAW, VENUE, AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

23. MEDIATION

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

24. SEVERABILITY

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

covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

25. ATTORNEY'S FEES AND COSTS

County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, at all levels of the court system, including in appellate proceedings.

26. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The Contractor and County Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraph 14 or Paragraph 21 concerning termination or cancellation.

27. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

28. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

29. AUTHORITY

Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity

to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

30. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that affect the Project will be provided to each party.

31. PRIVILEGES AND IMMUNITIES

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

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

33. NON-RELIANCE BY NON-PARTIES

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

34. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require to include, but not limited to, a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement, as set forth within this RFP.

35. NO PERSONAL LIABILITY

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

36. EXECUTION IN COUNTERPARTS

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

37. SECTION HEADINGS

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

38. PUBLIC ENTITY CRIME STATEMENT

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

39. MUTUAL REVIEW

This Agreement has been carefully reviewed by Contractor and the County. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

40. INCORPORATION OF RFP DOCUMENTS

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

41. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the

County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

42. COVENANT OF NO INTEREST

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

43. AGREEMENTS WITH SUBCONTRACTORS

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as an additional insured.

44. FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

44.1 **Davis-Bacon Act**, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation, a copy of which is attached hereto as **Exhibit "C"** and made a part hereof. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis-Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

44.2 **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§3701-3708)**.** Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated Damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. §5.5.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. §5.5, paragraphs (b)(1) through (4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5, paragraphs (1) through (4).

44.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

44.4 **Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387).** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended, applies to Contracts and subgrants of amounts in excess of $150,000. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The Contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

44.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award under a "covered transaction" (see 2 C.F.R. §180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

44.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,000, the certification,

attached hereto and made a part hereof, must be signed and submitted by the CONTRACTOR to the COUNTY.

44.7 **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. § 200.322.** CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

44.8 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment as set forth in 2 C.F.R. § 200.216.** Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44.9 **Domestic Preference for Procurements as set forth in 2 C.F.R. §200.322.** The COUNTY and CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

44.10 **Americans with Disabilities Act of 1990, as amended (ADA).** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

44.11 **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.
B. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
(6) Requiring the Prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

OTHER FEDERAL AND/OR FEMA REQUIREMENTS (as applicable)

44.12 Access to Records. Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must: (1) Cooperate with any compliance review or complaint investigation conducted by DHS; (2) Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance; (3) Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

44.13 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

44.14 Changes to Contract. The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the County and Contractor.

44.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44.16 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

44.17 **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

44.19 If this Agreement is funded by the Florida Department of Emergency Management (FDEM), the Contractor will be bound by the terms and conditions of any applicable Federally-Funded Sub-Award and Grant Agreement between the County and the Florida Division of Emergency Management (Division).

44.20 If applicable, the Contractor shall hold the Division and County harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

44.21 **Energy Efficiency.** If applicable, Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. §§6201-6422) and will all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

45. **Florida E-Verify System –** Beginning January 1, 2021, in accordance with Fla. Stat., Sec. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of Fla. Stat., Sec. 448.095.

46. **UNCONTROLLABLE CIRCUMSTANCE**

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic

area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

47. WARRANTY OF PERFORMANCE

Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial responsibility required to perform and provide all services set forth in the Scope of Work and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. Contractor represents and warrants that the services in the Scope of Work shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

48. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

49. FINAL UNDERSTANDING

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above in one (1) counterpart, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

(SEAL)

BOARD OF COUNTY COMMISSIONERS

KEVIN MADOK, CLERK

OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor

Date: December 7, 2022

Witnesses for CONTRACTOR:

CONTRACTOR: BARNES ALARM SYSTEMS, INC.

2022 DEC 22 PM 2:39
CIR.CT.
COUNTY FL
RECORD

_____
Signature

_____
Signature of person authorized to legally bind CONTRACTOR

Date: 11/21/22

Theresa Torres 11-21-22
Date Print Name

Chris Gabbe vice president
Print Name and Title

_____
Signature

Address: 3201 Flagler Ave
Suite 503 Keywest FL
33040

Telephone Number
305 743 7334

11/21/22 JEREMIAH TARCA
Date Print Name

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 11/21/2022

EXHIBIT "A"

SCOPE OF WORK

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING
MONROE COUNTY, FLORIDA

Introduction:

The Contractor will provide all labor, supervision, engineering, equipment, parts, tools, transportation, services, accommodations, incidentals, and supplies for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair, and Monitoring for various buildings located in the Upper, Middle, and Lower Keys, Monroe County, Florida. Work shall be performed in accordance with the Contract Documents, and all documentation shall be provided pursuant to National Fire Protection Association Requirements most current adopted NFPA 25, and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency. Note: No oral interpretations will be made by any Contractor/Proposer as to the meaning of referenced NFPA 25 documents.

The Contractor shall include all Fire Alarm maintenance and repairs, testing, annual inspections, and possible expansion of the systems, if required.

The Contractor shall include all Panic Alarm Systems maintenance and repairs, testing, and certification and possible expansion of the systems, if required.

Additional Security System services should include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, or any other equipment necessary for safety-related issues, and CCTV service. Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements. Upon approval by the County, Contractor shall invoice the County for such improvements at the fee schedule rates for labor and material markup as specified in the contract.

Listed below are all of the current buildings and devices covered under this contract, hereinafter identified as "Lists of Equipment." More buildings and devices may be added at a later date.

Fire System:

Building	Location	Control Panel	Model #
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd, Key West	Notifier	NFW50X
Bayshore Manor	5200 College Road, Stock Island	Notifier	SFP-10UD
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B
Gato Building	1100 Simonton Street, Key West	Simplex	4010
Gato Elevator	1100 Simonton Street, Key West		
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320

Building	Location	Control Panel	Model #
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24
Plantation Key Courthouse-old location	53 Highpoint Road, Plantation Key	FireLite	MP-24
Islamorada Library	(Old)MM 81.5, Islamorada	Fire Lite	MS-4424b
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Siemens	FS-250
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	Firelite	EX200
MC Fire Station # 13	390 Key Deer Blvd, Big Pine Key	EST	Quickstart
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100
Key Largo Library	101485 Overseas Highway, Tradewinds Shopping Plaza	FireLite	MS-5UD
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9200-UDLS
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Fl. Breakroom - Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3
Key West Tax Collector-Searstown	2	7		3	5				2			
Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Big Pine Key Library	4	18	1		8							
Big Pine Key Community Park	6	15		1	10		3					
Marathon Government Center	8	45	6		19	3						
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Ellis Building	7	14			6							
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E Nelson	9	9	4	2	55	4	4		2		2	
Roth Building	15	49	6		68	6						
BCK FS # 9	2	6	1	7	4	1						
Cudjoe FS # 11	5	14		2	19				1		1	
BPK FS # 13	5	22	2	6	27	2	4 +1		2		1	
Tavernier FS # 22	6	15	1	6	20	1						
Key Largo Library	2	6	5	1	7	3						

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Conch Key FS #17	6	17	1	2	17	1			1		1	
Stock Island FS #8	6	20	2	2	37	3	3		2		1	
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Bernstein Park	7	32	5		24				3		1	

Panic System:

Building	Address	Model #
Key West Courthouse Annex	502 Whitehead St., Key West	CADDX
Judicial Workout Room (middle) KW Courthouse	502 Whitehead St., Key West	CH Annex system
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system
J. Lancelot Lester Building - District 3 Commissioner	530 Whitehead St. Key West	CH Annex system
Old Courthouse - District 1 Commissioner	500 Whitehead St., Key West	CH Annex system
Old Courthouse – Traffic/Fines	500 Whitehead St., Key West	CH Annex system
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 128 FSB Panel (digital)
Freeman Justice Center	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)
May Hill Key West Library	700 Fleming St., Key West	Lynx 5210
Gato Building – Social Services	1100 Simonton St., Key West	Ademco Honeywell
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex Grinnel 4010 FACP
Ellis Building - Supervisor of Elections	88820 Overseas Hwy., Tavernier	CADDX NX-6

Building	Address	Model #
Ellis Building -Traffic	88820 Overseas Hwy., Tavernier	CADDX NX 6
Ellis Building - Social Services	88820 Overseas Hwy., Tavernier	CADDX NX 6
Ellis Building - Planning	88800 Overseas Hwy., Tavernier	CADDX NX 6E
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578
Key Largo Library	101485 Overseas Highway, Tradewinds Shopping Plaza	Vista 20P
Spottswood Station	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Digital)
Spottswood Building	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Cellular)
Magnolia Building	300 Magnolia, Key Largo	Vista 20P
Ellis Building - Property Appraiser	88770 Overseas Hwy., Tavernier	Vista 20P
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus
MC Commissioner District 2	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Key West Building Dept	Stock Island, Key West	Lynx 5210
Marathon State Attorney Office	Marathon	Vista 20P
PK Courthouse (new)	88820 Overseas Hwy., Islamorada	Pro Series A7Plus
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210

Camera Locations and Quantity:

Bernstein Park, Stock Island – Qty: 16

Big Pine Key Commissioner District 2 Office, Big Pine Key– Video intercom system

Big Pine Key Community Park, Big Pine Key– Qty: 7

Marathon State Attorney– Qty: 14

Marathon Courthouse– Qty: 19

Marathon Library– Qty: 33

Marathon Medical Examiner– Qty: 16

Bayshore Manor, Stock Island – Qty: 3

Key West Library – Qty: 11

Freeman Justice Center, Key West – Qty: 29

Scope of Work:

The below Scope of Work includes, but is not limited to the inspections, maintenance, monitoring, service, and replacement of Fire Alarm Systems, Panic Alarm Systems, and other Security Systems, such as electronic door lock systems, horns/strobes, and CCTV systems.

Inspection

A visual inspection of every device in the above "Lists of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.

Testing

Every device and control function shown in the "Lists of Equipment" will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the technician leaves the facility. Audible testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the County.

Smoke Detector Sensitivity

Smoke Detector Sensitivity Testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL(Underwriters Laboratories) approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. Contractor will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement.

The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

Perform Monthly Fire and Panic Alarm Monitoring, Annual Fire Alarm Inspections and Bi-Monthly Panic Testing (once every 2 months).

The Contractor shall respond within four (4) hours of notification of service, twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a contact person to ensure twenty-four (24) hour service.

The Owner shall reimburse the Contractor for the manufacturer's invoice cost of all parts and materials (except freight, tax, services supplied by others, and equipment rental), plus fifteen percent (15%), that are used in repair of County owned and maintained fire and alarm systems. Manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to the existing parts and materials in use. On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices must accompany requests for payment.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or three percent (3%), whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

Specifications:

A. FIRE ALARM SYSTEM ANNUAL CERTIFICATION

1. The Contractor shall furnish fire alarm system annual certification and maintenance, (including Calibrated and/or Standard Smoke Detector Sensitivity Testing as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Fire alarm annual certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance, Contract Monitor, 123 Overseas Hwy., Rockland Key, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all

documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

NOTE: When performing annual inspections for some Monroe County facilities, primarily the Courthouses, it may be necessary to schedule inspections before or after normal hours on an overtime basis.

B. FIRE ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated with same to include, but not limited to, the locations indicated on the "Lists of Equipment".
2. Contractor is to provide Total Service Coverage. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all County maintained alarm systems so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner.
3. Work shall be performed in accordance with, and all documentation shall be provided pursuant to National Fire Protection Association Requirements.

C. FIRE ALARM SYSTEM REPAIR AND MAINTENANCE

1. System Software Updates - Microprocessor based systems will have the software upgraded when required to maintain the listing requirements of the AHJ.

2. Corrective Maintenance - Necessary repairs for deficient or inoperable devices, such as those found during the course of system testing, inspection or preventative maintenance, or have failed during operation, will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements.

D. PANIC ALARM SYSTEM CERTIFICATION

1. The Contractor shall furnish panic alarm system annual certification and maintenance, (as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs. and all other costs associated.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. Alarm Certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance Department, 123 Overseas Highway, Key West, within thirty (30) days prior to expiration of respective existing certifications.

4. All identified deficiencies, which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

E. PANIC ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. Contractor shall also provide a price to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

F. PANIC ALARM TESTING, REPAIR & MAINTENANCE

1. Contractor shall test all panic alarms Bi-monthly to ensure they working properly. Testing shall include, but not be limited to, battery life, proper communication signal, and overall device function.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. All identified deficiencies, which are detected and identified during the course of the testing process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

G. OTHER SECURITY SYSTEMS REPAIR & MAINTENANCE

1. The Contractor shall furnish electronic door lock systems, horns/strobes, and CCTV systems, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. All identified deficiencies, which are detected shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

Major Component Failure or System Breakdown

In the event of a major component failure, system breakdown, maintenance service or other repairs, not contemplated herein as set forth on Exhibit "A", the County shall have the option to request from the Contractor only, a proposal/quote for the additional work in an amount that could exceed Five Thousand and 00/100 ($5,000.00) Dollars. Any proposal over Five Thousand and 00/100 ($5,000) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

EXHIBIT B: APPLICATION FOR PAYMENT DETAILS

APPLICATION FOR PAYMENT DETAILS

DATE: _____ INVOICE NUMBER: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

LOCATION: _____

ROUTINE: _____ REPAIR: _____

PARTS AND MATERIALS COSTS *

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	SUB-TOTAL
1				
2				
3				
4				
5				

PARTS & MATERIALS SUB-TOTAL $_____

15% INCREASE ON ABOVE PARTS & MATERIALS $_____

SERVICES SUPPLIED BY OTHERS (amount charged to be reimbursed) $_____

FREIGHT CHARGE (amount charged to be reimbursed) $_____

TAX CHARGES (amount charged to be reimbursed) $_____

PARTS & MATERIALS TOTAL **$**_____

LABOR (rounded to 15 minute increments) **AND EQUIPMENT COSTS**

_____Regular HOURS Technician @ $ _____ SUB-TOTAL $_____

_____Regular HOURS Technician & Helper $ _____ SUB-TOTAL $_____

_____Regular HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Technician @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Technician & Helper @ $_____ SUB0TOTAL $_____

_____Overtime HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

LABOR AND EQUIPMENT TOTAL $_____

TOTAL$_____

DESCRIPTION OF WORK:_____

_____ _____

Date Authorized Signature / Title

*Contractor must provide a copy of Invoice/Receipts for manufacturer's cost of parts & materials, freight for transportation/shipping costs, equipment rental amounts, taxes, and services supplied by others.

EXHIBIT C: DAVIS-BACON WAGES STATEMENT

"General Decision Number: FL20220022 07/01/2022

Superseded General Decision Number: FL20210022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30,	. Executive Order 14026 generally applies to the

2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/25/2022
3	07/01/2022

ELEC0349-003 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 37.61	11.72

ENGI0487-004 07/01/2013

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity	$ 29.00	8.80
Yard Crane, Hydraulic		

Crane, Capacity 15 Ton and Under.....$ 22.00 8.80

IRON0272-004 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	$ 26.00	14.16

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only.....	$ 20.21	12.38

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* SFFL0821-001 07/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	$ 31.28	21.34

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct		

Installation).....$ 23.50 12.18

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* SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 9.58 **	0.00
OPERATOR: Pump	$ 11.00 **	0.00
PAINTER: Roller and Spray	$ 11.21 **	0.00
PLUMBER	$ 12.27 **	3.33
ROOFER: Built Up,		

Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

NON-COLLUSION AFFIDAVIT

I, Christopher Globe of the city of Marathon according to law on my oath, and under penalty of perjury, depose and say that

a. I am Vice President of the firm of Barnes Alarm Systems, Inc the proposer making the Proposal for the project described in the Request for Proposals for Fire alarm, Panic alarm & Security System annual certification, maintenance, repair & monitoring. and that I executed the said proposal with full authority to do so;

b. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

c. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor; and

d. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and

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

(Signature)

Date 11/4/22

STATE OF Florida

COUNTY OF Monroe

Subscribed and sworn to (or affirmed) before me, by means of ✓ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

(SEAL)

NOTARY PUBLIC

My Commission Expires 11/19/2024

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Barnes Alarm Systems, Inc.

(Company)

" warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date 11/4/22

STATE OF Florida

COUNTY OF Monroe

Subscribed and sworn to (or affirmed) before me by means of ☒ physical presence or ☐ online notarization on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

(SEAL)

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

Deborah Green

NOTARY PUBLIC

My Commission Expires 11/19/2024

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:

Barnes Alarm Systems, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Proposer's Signature)

Date: 11/4/22

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe. (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

(SEAL) DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

Deborah Green

NOTARY PUBLIC

My Commission Expires: 11/19/2024

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009, as amended by Ordinance Nos. 004-2015 and 025-2015, must complete this form.

Name of Bidder/Responder: Barnes Alarm Systems, Inc. Date: 11/4/2022

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one (1) year prior to the notice of request for bids or proposals? Yes (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? Yes

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bid or proposal.)

List Address: 5800 Overseas Hwy #30 Marathon, FL / 3201 Flagler Ave #503 Key West

Telephone Number: 305.743.7334 / 305.294.6753

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services, or construction to local businesses meeting the criteria above as to licensing and location? NO

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one (1) year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bids or proposals)

3201 Flagler Ave #503 Key West, FL 33040 Tel. Number 305.294.6753
Address

Vice president Print Name: Chris Globe
Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL GL G410.119.82.041.0 (type of identification) as identification.

Deborah Green
NOTARY PUBLIC

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

My Commission Expires: 11/19/2024

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Barnes Alarm Systems (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 11/4/22

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

(SEAL)

NOTARY PUBLIC

My Commission Expires: 11/19/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125 E-MAIL ADDRESS: certificates@eldoradoinsurance.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Barnes Alarm Systems, Inc. 3201 Flagler Ave. Ste 503 Key West FL 33040	INSURER A: Crum & Forster Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Blanket AI (03/23) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			GLO-095449	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

APPROVED BY RISK MANAGEMENT
BY
DATE 8.31.23
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./GA10

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Doral Isles Insurance Agency, Inc.
1200 ANASTASIA AV 415, CORAL GABLES, FL 33134

CONTACT
NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE (A/C, No, Ext): 1-800-444-4487 **FAX (A/C, No):**
E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Express Insurance Company	10193
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BARNES ALARM SYSTEMS
3201 Flagler Ave 503
Key West, FL 33040

COVERAGES **CERTIFICATE NUMBER:** 329651872602589104D083123T163015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO							
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS	Y	Y	965717735	02/27/2023	02/27/2024	BODILY INJURY (Per person)	$
	[X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	Y	Y	965717735	02/27/2023	02/27/2024	$	

APPROVED BY RISK MANAGEMENT
BY
DATE 8.31.23
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mark Pont

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Doral Isles Insurance Agency, Inc.		BARNES ALARM SYSTEMS 3201 Flagler Ave 503 Key West, FL 33040
POLICY NUMBER		
965717735		
CARRIER	**NAIC CODE**	
Progressive Express Insurance Company	10193	**EFFECTIVE DATE:** 02/27/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	$50,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2015 NISSAN FRONTIER 1N6BD0CT7FN735781	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$1,000
2017 NISSAN NV200 3N6CM0KN2HK705006	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$1,000
2018 NISSAN NV200 3N6CM0KN9JK702478	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$1,000
2017 GMC SIERRA 1GTR1LEH6HZ311881	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$1,000
2019 NISSAN NV200 3N6CM0KN7KK692244	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$1,000
2022 KIA SORENTO 5XYRH4LF3NG133599	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Roadside Assistance	Selected w/$0 Ded
Medical Payments	$1,000
2022 KIA SORENTO 5XYRG4LC3NG115144	
Comprehensive	$500 Ded
Collision	$500 Ded
Medical Payments	$1,000
2015 FORD TRANSIT 1FTNE1CM1FKB18213	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Medical Payments	$1,000

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Doral Isles Insurance Agency, Inc.		BARNES ALARM SYSTEMS 3201 Flagler Ave 503 Key West, FL 33040
POLICY NUMBER 965717735		
CARRIER Progressive Express Insurance Company	NAIC CODE 10193	EFFECTIVE DATE: 02/27/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

2020 NISSAN NV200 3N6CM0KN9LK703469

Comprehensive	$1,000 Ded
Collision	$1,000 Ded
Medical Payments	$1,000

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Certificate holder is an additional insured on the Progressive Commercial Auto Policy, if required by written contract, per Blanket Additional Insured endorsement.

Certificate holder is covered as a waiver of subrogation holder on the Progressive Commercial Auto Policy, if required by written contract, per Blanket Waiver of Subrogation endorsement.

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 31, 2023

Monroe County Board of
Commissioners
1100 SIMONTON ST
KEY WEST FL 33040

Account Information:

Policy Holder Details :	**BARNES ALARM SYSTEMS INC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC 76210754 225 KENNETH DR STE 110 ROCHESTER NY 14623	PHONE (A/C, No, Ext): (800) 472-0072	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED BARNES ALARM SYSTEMS INC 3201 FLAGLER AVE STE 503 KEY WEST FL 33040-4693	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG AC7618	02/17/2023	02/17/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

APPROVED BY RISK MANAGEMENT
BY J Faust
DATE 8.31.23
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Monroe County Board of Commissioners 1100 SIMONTON ST KEY WEST FL 33040	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C4
2023-2051

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:

STAFF CONTACT: Daryl Greenlee

AGENDA ITEM WORDING: Approval to award surplus units to the highest bidder(s) as set forth in the attached Budget & Finance Purchasing Department Tabulation Sheet, authorization to award the surplus items to the next highest bidder(s) if necessary until items are disposed of.

ITEM BACKGROUND:
Surplus units and equipment were approved to be removed from inventory at the October 18, 2023 BOCC meeting, Agenda Item N3 #2023-1669. Notice of Request for Competitive Solicitations was advertised in local newspapers: KW Citizen and Key West Weekly on 11/30/23 and News Barometer on 12/1/23. The bid tabulation spreadsheet noting the bids for each surplus item is attached and sets forth the highest bidder for each surplus unit/equipment to be awarded. If the highest bidder fails to complete the purchase transaction after reasonable notification of the award and time limits in which to respond, then authorization to award to the next highest bidder(s) until final disposition of the surplus units is complete in accordance with Monroe County Purchasing Department guidelines.

PREVIOUS RELEVANT BOCC ACTION:
Board granted approval to dispose of surplus items/units/equipment at the October 18, 2023 BOCC meeting.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval to award surplus items to the highest bidder(s) or other acceptable bidders should high bidders fail to complete transaction(s) after reasonable notification.

DOCUMENTATION:

Bid Tabulation Sheet - prepared by Purchasing Dept.xlsx
!!! Surplus - 2024 - prepared by Fleet.xlsx

FINANCIAL IMPACT:

MONROE COUNTY
FLEET MANAGEMENT SERVICES
TITLE: Notice of Calling for Bid of Surplus Property
OPEN DATE: January 11th, 2024 @ 3:00 pm

PAGE 1

Location:	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	
COUNTY ID #	6427	6082	5870	5922	7276	2211	2123	9265	5584	1217	1223	1659	5450	
RESPONDENT	FMS6427 2008 Ford Explorer	1807/6082 2007 Chevy Bus	FAC5870 2007 Ford F-150	FMS5922 2008 Ford F-350	FMS7276 212 Ford F-150	1807/2211 2005 Van Terra	DR Field Brush Mower	P&B9265 2017 John Deere gator	0920/5584 2006 John Deere gator	Robinair R12	Honda Generator	R&B1659 Wacker Plate Compactor	INF5450 2006 Chevrolet Uplander mini-van	
estimated value	**$ 2,500.00**	**$ 500.00**	**$ 5,000.00**	**$ 4,000.00**	**$ 5,000.00**	**$ 2,500.00**	**$ 100.00**	**$ 300.00**	**$ 100.00**	**$ 500.00**	**$ 100.00**	**$ 200.00**	**$ 1,000.00**	
Vincenzo Massaro 305-587-1896	$ 2,299.99			$ 4,499.99	$ 4,199.99									
Weeks Auction Company 352-804-	$ 2,001.00	$ 5,255.00	$ 2,500.00	$ 3,062.00	$ 3,501.00		$ 50.00	$ 300.00	$ 301.00	$ 20.00	$ 20.00	$ 20.00	$ 1,000.00	
Tony Paterniti 352-209-0007	$ 1,401.00		$ 1,501.00		$ 1,501.00			$ 50.00					$ 299.00	
Insight Auctions 863-386-1225	$ 1,227.00	$ 1,107.00	$ 1,827.00	$ 2,547.00	$ 2,557.00	$ 917.00		$ 257.00	$ 207.00				$ 887.00	
														$ -

Awardees:

	$0.00

Staff Present: Debra Martinez
Members of the Public Pre N/A

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.
Bid Opened By: Lisa Abreu, Administrator, Purchasing and Contract Services

MONROE COUNTY
FLEET MANAGEMENT SERVICES
TITLE: Fleet Surplus Property
OPEN DATE: January 11th, 2024 @ 3:00 pm

PAGE 1

Location:	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	Rockland	
COUNTY ID #	6427	6082	5870	5922	7276	2211	2123	9265	5584	1217	1223	1659	5450	
RESPONDENT	FMS6427 2008 Ford Explorer	1807/6082 2007 Chevy Bus	FAC5870 2007 Ford F-150	FMS5922 2008 Ford F-350	FMS7276 212 Ford F-150	1807/2211 2005 Van Terra	DR Field Brush Mower	P&B9265 2017 John Deere gator	0920/5584 2006 John Deere gator	Robinair R12	Honda Generator	R&B1659 Wacker Plate Compactor	INF5450 2006 Chevrolet Uplander mini-van	
estimated value	**$ 2,500.00**	**$ 500.00**	**$ 5,000.00**	**$ 4,000.00**	**$ 5,000.00**	**$ 2,500.00**	**$ 100.00**	**$ 300.00**	**$ 100.00**	**$ 500.00**	**$ 100.00**	**$ 200.00**	**$ 1,000.00**	
Vincenzo Massaro 305-587-1896	$ 2,299.99			$ 4,499.99	$ 4,199.99									$ 10,999.97
Weeks Auction 352-804-3981	$ 2,001.00	$ 5,255.00	$ 2,500.00	$ 3,062.00	$ 3,501.00	$ -	$ 50.00	$ 300.00	$ 301.00	$ 20.00	$ 20.00	$ 20.00	$ 1,000.00	$ 9,466.00
Tony Paterniti 352-209-0007	$ 1,401.00		$ 1,501.00		$ 1,501.00			$ 50.00					$ 299.00	0
Insight Auctioneers 863-214-1896	$ 1,227.00	$ 1,107.00	$ 1,827.00	$ 2,547.00	$ 2,557.00	$ 917.00		$ 257.00	$ 207.00				$ 887.00	$ 917.00
														$ 21,382.97

Awardees:

Vincenzo Massaro 305-587-1896	$10,999.97
Weeks Auction 352-804-3981	$9,466.00
Tony Paterniti 352-209-0007	$0.00
Insight Auctioneers 863-214-1896	$917.00
	$21,382.97

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C5
2023-2061

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
n/a

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval of the addition of one (1) full-time equivalent (FTE) position to the Facilities Maintenance Department for maintenance and cleaning of the new Emergency Operations Center (EOC) building in Marathon.

ITEM BACKGROUND:
The new 28,000 SF Emergency Operations Center in Marathon is approaching completion. The building has close to 20 plumbing fixtures, several offices, specialized flooring, and other specialized systems. Due to the size and specialty needs of this building, a Full-time Maintenance Worker 1 is needed to keep this new building clean and well maintained. Staff seeks approval of this one additional full-time position to maintain the EOC building.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval of new FTE

DOCUMENTATION:

FINANCIAL IMPACT:

Effective Date: 4/1/2024

Expiration Date: N/A

Total Dollar Value of Contract: Loaded Salary for a Maintenance Worker 1 is approximately $60,000 annually

Total Cost to County: $60,000 annually plus COLA and merit increases

Current Year Portion: $30,000 which is 6 months' salary of current fiscal year

Budgeted: No

Source of Funds: General Fund

CPI: N/A

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: No **If yes, amount:**

Grant: No

County Match: N/A

Insurance Required: No

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C6
2023-1301

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval to authorize Air Mechanical & Service Corp. to purchase and install a new Chiller at the Harvey Government Center per the terms of Air Mechanical's contract and the current Monroe County Purchasing Policy, utilizing American Rescue Plan Act Funding (ARPA), with such costs not to exceed $232,000.

ITEM BACKGROUND:

On March 21, 2019, the BOCC approved a Bid Award Agreement with Air Mechanical & Service Corp. (Air Mechanical) for Chiller Maintenance and Service in Monroe County. There was an initial three (3) year term beginning April 1, 2019, which terminated on March 31, 2022, with the option to renew for an additional two (2) one-year periods. On July 15, 2020, the BOCC approved a First Amendment to revise the contract provisions for Maintenance of Records, Non-Discrimination, and Termination, and to add certain required Federal provisions. On March 16, 2022, the BOCC approved a Second Amendment with a 7% CPI-U increase, revised the Scope of Work to clarify Ductwork and Piping Insulation repair and replacement work and rates, renewed for a one-year period, and updated some contract provisions. On February 15, 2023, the BOCC approved a Third Amendment increasing payments based on the annual CPI-U increase of 6.5%, exercised the option to renew the agreement term for the second renewal with the new term to commence on April 1, 2023, and terminates on March 31, 2024, and updated certain provisions to comply with State or County contract provisions. On March 22, 2023, the BOCC approved a Fourth Amendment to update certain County, State, or Federal required contract provisions which included the appropriate AARP language. On March 22, 2023, the BOCC also approved a request to waive the Monroe County Purchasing Policy to allow Air Mechanical to perform critical repairs under its current contract replacing a Mag Bearing compressor on the Daiken Chiller at Jackson Square without the necessity for seeking competitive bids using American Rescue Plan Act (ARPA) Funds. The BOCC approved a Fifth Amendment to the contract on September 20, 2023, which modified the contract language to give staff the option of seeking proposals/quotes solely from the Contractor when there is a major component failure or system breakdown without the need to seek other competitive bids while following the current Monroe County Purchasing Policy.

Air Mechanical has provided a proposal for replacing a Chiller at the Harvey Government Center with a

new Daiken, scroll compressor air cooled Chiller, as shown on the attached Proposal dated January 22, 2024. The replacement Chiller is for a net price not to exceed $232,000.00, with an extended warranty included with a 2nd to 5th year warranty on compressors and a complete 5-year parts warranty. The current Agreement does not have a provision allowing such an expenditure without BOCC approval. Staff seeks approval to allow Air Mechanical to purchase and install a Chiller at the Harvey Government Center per the terms of Air Mechanical's contract, the Proposal, and the current Monroe County Purchasing Policy, utilizing American Rescue Plan Act Funding. Air Mechanical has been maintaining the Chillers at Jackson Square since 2013 and maintenance for all County Chillers since 2019, which includes the Harvey Govt. Center Chiller. This replacement qualifies for ARPA funding. Staff seeks approval to proceed with this purchase.

PREVIOUS RELEVANT BOCC ACTION:

September 20, 2023 BOCC approved a Fifth Amendment to update contract language to give staff the option of seeking proposals/quotes solely from the Contractor when there is a major component failure or system breakdown without the need to seek other competitive bids while following the current Monroe County Purchasing Policy.

March 22, 2023 BOCC approved a Waiver of the Monroe County Purchasing Policy for Air Mechanical to perform critical repairs of a Daiken Chiller at Jackson Square under its current contract without seeking competitive bids and utilizing ARPA Funds.

March 22, 2023 BOCC approved a Fourth Amendment to update contract language to comply with Federal, State, or County contract provisions to meet ARPA requirements.

February 15, 2023 BOCC approved a Third Amendment to Agreement with a 6.5% CPI-U increase, renewed for a one-year period, and updated some contract provisions.

March 16, 2022 BOCC approved a Second Amendment to Agreement with a 7% CPI-U increase, revised the Scope of Work to clarify Ductwork and Piping Insulation repair and replacement work and rates, renewed for a one-year period, and updated some contract provisions.

July 15, 2020 BOCC approved a First Amendment to Agreement to revise the contract provisions for Maintenance of Records, Non-Discrimination, and Termination, and to add certain required Federal provisions. Due to COVID-19 loss of County revenue, there was not a CPI-U increase in 2020.

March 21, 2019 BOCC approved a Bid Award Agreement for Chiller Maintenance and Service in Monroe County with Air Mechanical & Service Corp.

INSURANCE REQUIRED:

Yes

CONTRACT/AGREEMENT CHANGES:

Approval for Air Mechanical & Service Corp. to purchase and install a Chiller at the Harvey Government Center per the terms of Air Mechanical's contract, the Proposal, and the current Monroe County Purchasing Policy, utilizing American Rescue Plan Act Funding. A Proposal in the not to exceed amount of $232,000.00 is attached.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

09-20-2023 Fifth Amendment Exec-AMSCO.pdf
03-22-2023-Waiver-Printout-MT 11847-AMSCO.pdf
32119_Exec_Bid Award_Attachment-11842_AMSCO.pdf
AMSCO-24-25-COI-Exec.pdf
01-22-2024-HGC_Chiller_replacement_Proposal_from_AMSCO.pdf

FINANCIAL IMPACT:

Effective Date: 02/21/2024

Expiration Date: 03/31/2024

Total Dollar Value of Contract: $232,000.00

Total Cost to County: $232,000.00

Current Year Portion: N/A

Budgeted: Yes

Source of Funds: American Rescue Plan Act Funding (ARPA)

CPI: Yes

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No **If yes, amount:**

Grant: ARPA

County Match: N/A

Insurance Required: Yes (COI attached)

Additional Details: These repairs qualify for American Rescue Plan Act (ARPA) funding. The proposed Chiller replacement is a not to exceed amount of $232,000.00, as shown on the attached Proposal, which includes a 2nd to 5th year warranty on compressors and a complete 5-year parts warranty. ARPA Funds - $232,000.00.

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: October 3, 2023

TO: Kevin Wilson
Assistant County Administrator

William DeSantis, Director
Facilities Maintenance

Chrissy Collins
Executive Administrator

Alice Steryou
Contract Monitor

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 20, 2023 BOCC Meeting

The following items have been executed and added to the record:

C23 5th Amendment to Agreement with Air Mechanical & Service Corp. for Chiller Maintenance and Service in Monroe County to add and/or update a contract provision to allow for the option of Equipment Replacement and Installation by seeking a proposal only from the Contractor in accordance with the current Monroe County BOCC Purchasing Policy. Funding is Ad Valorem.

C28 2nd Amendment to Lease Agreement with Wharf SMI, LLC, to reflect a lease extension of the lease term for the building which houses the Public Defender's Marathon Office. This Amendment seeks approval to amend the lease extending the current term for a period of three (3) years, reducing the rental space and price, providing for an additional three (3) optional 1-year renewals, change the Notice Address, and adding other language requested by the Lessor.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

FIFTH AMENDMENT TO AGREEMENT FOR CHILLERS MAINTEANCE AND SERVICE MONROE COUNTY, FLORIDA

This **Fifth Amendment to Agreement** is made and entered into this 20th day of September, 2023, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and AIR MECHANICAL & SERVICE CORP. ("CONTRACTOR"), a Florida corporation, whose principal address is 4311 W. Ida Street, Tampa, Florida 33614, and whose address for purposes of this Agreement is 2700 Avenue of the Americas, Englewood, Florida 34224.

WHEREAS, the parties hereto did on March 21, 2019, enter into an Agreement for Chillers Maintenance and Service, Monroe County, Florida (hereinafter "Original Agreement"); and

WHEREAS, on July 15, 2020, the Board of County Commissioners ("BOCC") approved a First Amendment to Agreement to revise the maintenance of records provision, non-discrimination, and termination clauses in its contracts and/or agreement to update and/or add current revisions pursuant to its ordinances and/or Federal required contract provisions; and

WHEREAS, on March 16, 2022, the BOCC approved a Second Amendment to Agreement to revise the Scope of Work to include additional services for Ductwork and Piping Insulation repair and replacement, to increase payment amounts in accordance with the CPI-U increase of 7%, to renew the Original Agreement for an additional one-year period, and add or modify additional provisions and certain Federal Required Contract Provisions; and

WHEREAS, on February 15, 2023, the BOCC approved a Third Amendment to Agreement to increase payment amounts in accordance with the CPI-U increase of 6.5%, to renew the Original Agreement for an additional one-year period, and add and/or update provisions of the first paragraph of Paragraph 10 to bring it current with certain County or State required contract provisions; and

WHEREAS, on March 22, 2023, the BOCC approved a Fourth Amendment to Agreement to add and/or update provisions to bring it current with certain County, State or Federal required contract provisions and particularly the Coronavirus State and Local Fiscal Recovery Funds Financial Assistance Agreement awarded to Monroe County in 2022; and

WHEREAS, the parties desire to amend the Original Agreement, as amended, to add and/or update provisions to allow for the option of Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy approved by the Board of County Commissioners.

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial; and

WHEREAS, the parties find it would be mutually beneficial to amend its Original Agreement and enter into this Fifth Amendment to Agreement to add or update certain contract provisions as set forth herein;

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

1. Under **SCOPE OF WORK,** in the section titled **MAJOR COMPONENT FAILURE OR SYSTEM BREAKDOWN**, Paragraph D, in Exhibit "A", of the Original Agreement, as amended, is hereby amended to delete Paragraph D, as set forth in the Original Agreement, and replace it in its entirety with the following paragraph:

D. CHILLER AND COMPONENET REPLACEMENTS

In the event a Chiller System or any of its major components or parts need to be replaced or repaired due to a major component failure or system breakdown, the County shall have the option to request from the Contractor only, a proposal/quote for replacement equipment or parts and all associated installation thereto. Approval of such proposals/quotes shall follow the current Monroe County Purchasing Policy.

2. Except as set forth in Paragraph 1 of this Fifth Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

Date 9/20/2023

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor

CONTRACTOR:
AIR MECHANICAL & SERVICE CORP.

Bonnie L Brousseau
Witness Signature

By: _____
Signature of person authorized to legally bind corporation

Bonnie Brousseau
Witness Printed Name

Blaine Byers - Vice President
Print Name and Title

_____
Witness Signature

Address: *2700 Ave of the Americas*

_____
Witness Printed Name

Englewood, FL 34224

941-234-2197
Telephone Number

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 8/29/2023

FILED FOR RECORD
2023 OCT -3 PM 3:48
CLK, CIR. CT.
MONROE COUNTY, FLA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Baldwin Krystyn Sherman Partners LLC
4211 W Boy Scout Blvd
Suite 800
Tampa FL 33607

License#: L002281

CONTACT NAME: Yaritza Soto
PHONE (A/C, No, Ext): 239-931-3021 FAX (A/C, No): 239-931-5604
E-MAIL ADDRESS: yaritza.soto@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zenith Insurance Co	13269
INSURER B : The Continental Insurance Co	35289
INSURER C : National Fire Insurance of Har	20478
INSURER D : CNA Insurance Co	35289
INSURER E :	
INSURER F :	

INSURED
Air Mechanical & Service Corp.
4311 W Ida St.
Tampa FL 33614

AIRMECH-01

COVERAGES **CERTIFICATE NUMBER:** 1969738007 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	7036334667	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7036363120	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			7036371301	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	Z139757801	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Leased & Rented Equipment			7036363263	1/1/2023	1/1/2024	Limit per occurence Limit per item	$350,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured with respect to General Liability and Auto Liability if required by written contract and subject to terms, conditions and exclusions of the policy. A Waiver of Subrogation applies to the general liability, auto liability, & workers compensation policies if required by written contract, and subject to terms,
conditions, and exclusions of the policy.

APPROVED BY RISK MANAGEMENT
BY
DATE 1.31.23
WAIVER N/A X YES

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

County Commission Meeting
March 22, 2023
Agenda Item Summary #11847

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
None

STAFF CONTACT: Alice Steryou (305) 292-4549

AGENDA ITEM WORDING: Approval to request a Waiver of the Monroe County Purchasing Policy to allow Air Mechanical & Service Corp. to perform critical repairs under its current contract, replacing a Mag Bearing compressor on the Daiken Chiller at Jackson Square without the necessity for seeking competitive bids. American Rescue Plan Funding (ARPA) will be utilized for these repairs which are anticipated to be up to $103,276.57.

ITEM BACKGROUND: On March 21, 2019, the BOCC approved a Bid Award Agreement with Air Mechanical & Service Corp. for Chiller Maintenance and Service in Monroe County. There was an initial three (3) year term beginning April 1, 2019, which terminated on March 31, 2022, with the option to renew for an additional two (2) one-year periods. On July 15, 2020, the BOCC approved a First Amendment to revise the contract provisions for Maintenance of Records, Non-Discrimination, and Termination, and to add certain required Federal provisions. On March 16, 2022, the BOCC approved a Second Amendment with a 7% CPI-U increase, revised the Scope of Work to clarify Ductwork and Piping Insulation repair and replacement work and rates, renewed for a one-year period, and updated some contract provisions. On February 15, 2023, the BOCC approved a Third Amendment increasing payments based on the annual CPI-U increase of 6.5%, exercised the option to renew the agreement term for the second renewal with the new term to commence on April 1, 2023, and terminate on March 31, 2024, and updated certain provisions to comply with State or County contract provisions.

Air Mechanical has provided a proposal for a required critical repair, replacing a Mag Bearing compressor on the Daiken Chiller at Jackson Square as shown on the attached Proposal in the agenda item. It is anticipated that the repair could be an expenditure of at least $103,276.57 if an extended warranty is included. The current Agreement does not have a provision allowing such an expenditure without BOCC approval. Staff seeks approval to allow a waiver of the Monroe County Purchasing Policy so Air Mechanical can perform the critical repairs under its current Contract without the necessity of seeking competitive bids. Air Mechanical has been maintaining the Chillers at Jackson Square since 2013 and maintenance for all County Chillers since 2019. These repairs qualify for American Rescue Plan funding. Staff is also be seeking approval at the March BOCC meeting of a Fourth Amendment in a separate agenda item to update the contract language to comply with Federal, State, or County contract provisions in order to meet certain ARPA requirements.

PREVIOUS RELEVANT BOCC ACTION:

March 22, 2023 PENDING approval- Fourth Amendment to update contract language to comply with Federal, State, or County contract provisions to meet ARPA requirements.

February 15, 2023 BOCC approved a Third Amendment to Agreement with a 6.5% CPI-U increase, renewed for a one-year period, and updated some contract provisions.

March 16, 2022 BOCC approved a Second Amendment to Agreement with a 7% CPI-U increase, revised the Scope of Work to clarify Ductwork and Piping Insulation repair and replacement work and rates, renewed for a one-year period, and updated some contract provisions.

July 15, 2020 BOCC approved a First Amendment to Agreement to revise the contract provisions for Maintenance of Records, Non-Discrimination, and Termination, and to add certain required Federal provisions. Due to COVID-19 loss of County revenue, there was not a CPI-U increase in 2020.

March 21, 2019 BOCC approved a Bid Award Agreement for Chiller Maintenance and Service in Monroe County with Air Mechanical & Service Corp.

CONTRACT/AGREEMENT CHANGES:
Approval to request a Waiver of the Monroe County Purchasing Policy for Air Mechanical to perform critical repairs of a Daiken Chiller at Jackson Square under its current contract.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

03-03-2023-Proposal Mag Bearing Compressor-Daiken-AMSCO
02-15-2023-C4_Thrid Amendment-Air Mechanical Service Corp_Exec
2nd Amendment 03_16_2022-AMSCO-Exec
1st Amendment 07/15/2020
03/21/2019 Agreement
COI_AMSCO-2023-2024-Exec

FINANCIAL IMPACT:

Effective Date: 3/22/2023
Expiration Date: 03/31/2024

Total Dollar Value of Contract: $220,000.00/year

Total Cost to County: $103,276.57
Current Year Portion: N/A
Budgeted: Yes
Source of Funds: American Rescue Act Plan Funding (ARPA)
CPI: Yes
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No **If yes, amount:**
Grant: ARPA
County Match: N/A
Insurance Required: Yes

Additional Details: Air Mechanical has been maintaining the Chillers at Jackson Square since 2013 and maintenance for all Monroe County Chillers since 2019. These repairs qualify for American Rescue Plan funding. The proposed repairs are $74,054.04 as shown on the attached Proposal and an additional $29,222.53 for an extended 4-year warranty on the compressor.

ARPA Funds - $103,276.57

REVIEWED BY:

William DeSantis	Completed	03/06/2023 3:37 PM
Patricia Eables	Completed	03/08/2023 5:51 PM
Brian Bradley	Completed	03/09/2023 7:25 AM
Purchasing	Completed	03/09/2023 8:50 AM
Budget and Finance	Completed	03/09/2023 9:21 AM
Lindsey Ballard	Completed	03/09/2023 10:13 AM
Board of County Commissioners	Completed	03/22/2023 9:00 AM

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: April 15, 2019

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: March 21st BOCC Meeting

Attached is an electronic copy of each of the below items for your handling.

C2 Agreement with Sub-Zero, Inc., in an annual amount not to exceed $120,000.00, for Lower Keys HVAC Maintenance & Service. Funding is ad valorem.

C3 Agreement with Master Mechanical Services, Inc., in an annual amount not to exceed $70,000.00, for Middle Keys HVAC Maintenance & Service. Funding is ad valorem.

C12 Agreement with Master Mechanical Services, Inc., in an annual amount not to exceed $50,000.00, for Upper Keys HVAC Maintenance & Service. Funding is ad valorem.

C14 Agreement with Air Mechanical and Service Corp., in an annual amount not to exceed $220,000.00, for Chiller Maintenance & Service in Monroe County. Funding is ad valorem.

C16 1st Amendment to Agreement with Stockton Maintenance Group, Inc. for Lower Keys Janitorial Services to add janitorial services at the Department of Juvenile Justice Building, second floor, in the monthly amount of $8,052.43. Funding is ad valorem.

Should you have any questions, please feel free to contact me at (305) 292-3550. Thank you.

cc: Facilities Supervisor
County Attorney
Finance
File

AGREEMENT FOR
CHILLERS MAINTEANCE AND SERVICE
MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 21st day of March, 2019, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and Air Mechanical & Service Corp. ("CONTRACTOR"), a Florida corporation, whose principal address is 4311 W. Ida Street, Tampa, Florida 33614, and whose address for purposes of this Agreement is 2700 Avenue of the Americas, Englewood, Florida 34224.

WHEREAS, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

WHEREAS, CONTRACTOR desires to and is able to perform the work or services described in attached Exhibit "A"; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to perform the work or services described in attached Exhibit "A" for Monroe County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. **THE AGREEMENT**

The Agreement consists of this document, the Request for Proposals ("RFP") documents, exhibits, and any addenda only.

2. **SCOPE OF WORK:**

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A"**, which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

See Exhibit "A"

3. **Personnel**

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per building can communicate well in the English language with the County Representative. Any employee hired by the Contractor will be the Contractor's employee and in no way has any association with the County. The Contractor shall insure that its employees are

trained in all appropriate safety regulations, including but not limited to, OSHA regulations and all other applicable local, State and Federal regulations.

Uniforms are preferred for Contractor's personnel however; photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

4. **Background Checks / Finger Printing**

Contractor employees must consent to Level One background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Facilities Maintenance Director or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Facilities Maintenance Director or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

Some work will be conducted at secure facilities, including, but not limited to law enforcement and fire rescue. Background checks, including at a minimum:

A. Warrants check;
B. Fingerprints;
C. Local Records check:
D. Prior employment check; and
E. Criminal History check

are required of Contractor's personnel that will enter Monroe County Sheriff's Office ("MCSO") facilities. Background checks on such personnel will be conducted by the MCSO.

MCSO may prohibit entry to, or remove from, any secure facility any Contractor employee who, in the judgment of MCSO, poses a risk to the security or good order of the facility. Thereafter, MCSO and the Contractor will immediately discuss resolution of the problem. If the problem is not resolved to the satisfaction of the MCSO, the employee shall not be permitted to return to any facility operated by the MCSO. Contractor will promptly replace the employee at no additional cost to County.

Contractor further agrees to notify County immediately upon becoming aware that one of its employees or subcontractor's employees, who previously completed the background check is

subsequently arrested or convicted of any crime. Failure by Contractor to notify County of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/subcontractor and/or within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by County. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling County to terminate this contract immediately with no further responsibility to make payment or perform any other duties described herein.

5. **Payments to Contractor**

A. County's performance and obligation to pay under this agreement, is contingent upon an annual appropriation by the Board of County Commissioners. County shall pay in accordance with the Florida Local Government Prompt Payment Act; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices with supporting documentation acceptable to the Clerk, on a monthly schedule in arrears for monthly maintenance. Contractor shall submit to the County repair invoices with supporting documentation acceptable to the Clerk, at completion by the Contractor of the repair and said work approved by an appropriate County representative, to be paid at the earliest date possible following completion of the repair. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds.

C. The County shall pay the actual cost of parts, materials, and refrigerants, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer plus thirty-five percent (35 %) to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, equipment rental amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment. Freight invoices must accompany all orders that require shipping or transportation of parts whether the part is under warranty or not.

D. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be calculated using the unit prices set forth in the Contractor's bid as follows:

Labor – Normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays:
$ 80.00 per hour, mechanic
$ 125.00 per hour, mechanic plus helper

Overtime rate for hours other than the normal working hours as stated above, including holidays:

$ 100.00 per hour, mechanic
$ 130.00 per hour, mechanic plus helper

Parts Cost Plus:

Thirty-five percent (35 %)of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others).

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment.

Refrigerants evacuation and disposal shall be a part of the Contractor's rate, and shall not be billed as an additional item. Contractor shall provide all Refrigerants weight and compliance reports as per EPA refrigerant recycling regulations under Section 608 of the Clean Air Act and any amendments.

Contractor shall submit itemized invoices in writing.

There are no additional costs for travel, mileage, meals, or lodging.

E. Total Compensation to CONTRACTOR under this Agreement shall not exceed Two Hundred Twenty Thousand and 00/100 ($220,000.00) Dollars annually, unless pre-approved emergency work requiring additional funds is implemented.

6. TERM OF AGREEMENT

This three (3) year Agreement shall commence on April 1, 2019, and ends upon March 31, 2022, unless terminated earlier under paragraph 19 of this Agreement.

The County shall have the option to renew this Agreement for up to an additional two (2) one-year periods at terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of three (3) years.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

7. LICENSES

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal.

8. MAINTENANCE OF RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four (4) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid to the Contractor.

Right to Audit.

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's reasonable judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner. Owner may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, subcontractors, suppliers, and contractors' representatives. All records shall be kept for seven (7) years after Final Completion.

9. PUBLIC RECORDS COMPLIANCE

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701, and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.
(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

10. HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii)

any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for the above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE. Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $100,000.00 bodily injury by accident, $500,000.00 bodily injury by disease, policy limits, and $100,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$300,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$200,000.00* per person, *$300,000.00* per occurrence, and *$200,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$500,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

11. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of County and Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

12. INDEPENDENT CONTRACTOR

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

13. NONDISCRIMINATION

Contractor agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title

VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 Note), as may be amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

14. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

15. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

16. DISCLOSURE AND CONFLICT OF INTEREST

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. NO PLEDGE OF CREDIT

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

18. NOTICE REQUIREMENT

Any notice required or permitted under this Agreement shall be in writing and hand delivered or sent by United States Mail, postage prepaid, to the other party by certified mail, return receipt requested, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice shall be sent to the following addresses:

FOR COUNTY:
Monroe County
Facilities Maintenance Department
3583 South Roosevelt Blvd.
Key West, FL 33040

and

County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

FOR CONTRACTOR:
Air Mechanical & Service Corp.
2700 Avenue of the Americas
Englewood, Florida 34224

19. TAXES

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

20. TERMINATION

A. The County may terminate this Agreement with or without cause prior to the commencement of work.

B. The County and Contractor may terminate this Agreement for cause with seven (7) days' notice to Contractor. Cause shall constitute a breach of the obligations of either party to perform the obligations enumerated under this Agreement.

C. Either of the parties hereto may cancel this Agreement without cause by giving the other party ninety (90) days' written notice of its intention to do so with neither party having any further obligation under the terms of the contract upon termination.

D. Scrutinized Companies: For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida

Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

21. GOVERNING LAW, VENUE, AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

22. MEDIATION

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

23. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

24. ATTORNEY'S FEES AND COSTS

County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, at all levels of the court system, including in appellate proceedings.

25. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of County and Contractor. If the issue or issues are still not resolved to the satisfaction of County and Contractor, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration.

26. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

27. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of County and Contractor and their respective legal representatives, successors, and assigns.

28. AUTHORITY

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

29. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

30. PRIVILEGES AND IMMUNITIES

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

31. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

32. NON-RELIANCE BY NON-PARTIES

Non-Delegation of Constitutional or Statutory Duties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the

County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

33. ATTESTATIONS

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

34. NO PERSONAL LIABILITY

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

35. EXECUTION IN COUNTERPARTS

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

36. SECTION HEADINGS

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

37. PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

38. MUTUAL REVIEW

This agreement has been carefully reviewed by Contractor and the County. Therefore, this agreement is not to be construed against either party on the basis of authorship.

39. INCORPORATION OF RFP DOCUMENTS

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

40. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

41. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

42. FINAL UNDERSTANDING

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

KEVIN MADOK, CLERK

By: _____
Deputy Clerk

Date: March 21, 2019

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Date: March 21, 2019

Witnesses for CONTRACTOR:

_____
Signature Jan Donoho

March 1, 2019
Date Print Name

_____
Signature Bonnie Brousseau

March 1, 2019
Date Print Name

CONTRACTOR:
AIR MECHANICAL & SERVICE CORP.

_____
Signature of person authorized to legally bind CONTRACTOR

Date: March 1, 2019
Mark Castellano
Vice President/Branch Manager
Print Name and Title
2700 Avenue of the Americas
Address: Englewood, Florida 34224

(941) 475-3715
Telephone Number

FILED FOR RECORD
2019 APR 15 AM 9:57
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 2-28-19

EXHIBIT "A"

SPECIFICATIONS:

The Contractor shall respond within four (4) hours of notification of service, twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a contact person to ensure twenty-four (24) hour service.

The Owner shall reimburse the Contractor for the manufacturer's invoice cost of all parts and materials (except freight, tax, services supplied by others, and equipment rental) plus agreed upon percentage (%) of mark up, used in repair of County owned and maintained HVAC Chiller systems. Manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to the existing parts and materials in use. On all orders that require shipping or transportation of parts or materials, whether the part is under warranty or not, freight invoices must accompany requests for payment.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

Supervision and Inspection of Work

Sufficient supervisory personnel shall be provided and systematic inspection will be conducted by the Contractor to ensure that all services are properly performed, as specified. To ensure that any problems that may arise will be taken care of promptly, the Contractor will maintain a twenty-four (24) hour telephone contact, seven (7) days per week, for the receipt of any complaints and/or addressing any issues.

Random inspections shall be performed by County Representatives from the Facilities Maintenance Director administering the contracts. Deficiencies shall be corrected within a twenty-four (24) hour period of notification to the Contractor. Failure of the Contractor to correct such deficiencies shall result in a prorated deduction from the monthly invoice.

SCOPE OF WORK:

The Contractor shall furnish maintenance and repairs, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated with same for the following:

CHILLER SYSTEMS AND LOCATIONS			
BUILDING	**LOCATION**	**CHILLER**	**TONS**
Key West Jackson Square	500 Whitehead St., Key West	1 - Daiken	100
Key West Jackson Square	500 Whitehead St., Key West	1 - York	100
Harvey Government Center	1200 Truman Avenue, Key West	1 - Daiken	100
Gato Building	1100 Simonton Street, Key West	1 - Daiken	100
Gato Building	1100 Simonton Street, Key West	1- Carrier	100
Monroe County Detention Facility - Headquarters	5501 College Rd., Key West	Daiken	87
Monroe County Detention Facility	5501 College Rd., Key West	2 - Daiken	300
Monroe County Detention Facility - Department of Juvenile Justice	5501 College Rd., Key West	2 - Carrier	80
Medical Examiners Office	3301 Overseas Highway, Marathon	1 - Daiken	60
Murray E. Nelson Government Center	102050 Overseas Highway, Key Largo	1 - Carrier	96

B. Repair and Maintenance for HVAC Chillers

1. Service Levels

a) The service level that Monroe County will be seeking is level 1 service, which includes monthly, quarterly, and annual maintenance, as recommended by the manufacturer.

b) The specific service steps are listed in the manufacturer's service guidelines for each make and model of chiller unit.

c) In addition, the Proposer will quote the cost, where appropriate, to return each chiller to full manufacturer's operating condition. This is defined as the ability to operate chillers and its performance parameters in order to achieve the highest efficiency of the unit and provide energy savings through its highest performance possible.

2. Bid prices shall include all scheduled inspections and maintenance needed to complete service. Should Monroe County require additional services or items provided by Contractor, but said services and/or items have not been specifically defined in the Bid Documents, then a proposal will be requested from the Contractor and, if the proposal for these services and/or items is acceptable to Monroe County, a separate purchase order will be obtained for payment thereof. In all other respects, the contract parameters will be adhered to by the Contractor.

3. Corrective Maintenance - Necessary repairs for deficient or inoperable devices, such as those found during the course of system testing, inspection, or preventative maintenance, or have failed during operation, will be provided by the Contractor. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are to be used.

4. The Contractor shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall be at the site of any Chiller system malfunction within four (4) hours of verbal, written, or text notification by the County. The Contractor shall provide an after-hours contact person and phone number. The County, upon award of the contract, shall provide a contact person and phone number for building and equipment access.

5. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all County Chillers so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner. The Owner shall reimburse the Contractor for the manufacturer's invoice cost of all parts and materials plus thirty-five percent (35%) (except freight, tax, services supplied by others, and equipment rental), used in the repair of all County maintained Chiller systems. Manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use. On all orders that require shipping or transportation of parts or materials, whether the part is under warranty or not, freight invoices must accompany requests for payment.

6. Annual Maintenance is defined as:

a) Centrifugal Chillers (Carrier)

i. Customer Notification of Unit Maintenance
ii. Initial Site Inspection
iii. Lock Out Tag Out Chiller
iv. Electrical Inspection
v. Meg Motor A Motor Terminals
vi. Control Panel Calibration Check

vii. High Pressure Refrigeration Leak Check Inspection
viii. Condenser Tube Brushing, Including Head Removal
ix. Check Head Operation
x. Oil Analysis Per Circuit Generic
xi. Compressor Oil Level Check
xii. Manual Log

b) Air Cooled (Trane and Daiken)

i. Customer Notification
ii. Initial Site Inspection
iii. Review Diagnostics
iv. Lock Out Tag Out At Main Disconnect
v. Electrical Inspection (RTA)
vi. Compressor Starter Inspection
vii. Flow/Differential Mechanical Switch Check
viii. Remove Lock Out Tag Out At Main Disconnect
ix. Condenser Fans Check RTA Per Circuit
x. Condenser Coil Check
xi. Oil Return Operation Check per Circuit
xii. Oil Level Check (Screw Machines) Per Circuit
xiii. Oil Analysis Per Circuit
xiv. Low Temperature Sensor Calibration
xv. Control Panel Calibration Check
xvi. Leak Test Inspection (Positive Inspection)
xvii. Coil Cleaning Solution (Applied)
xviii. Start Unit
xix. Compressor Check (HeliRotor Compressors)
xx. Compressor and Oil Seperator Heater Check
xxi. Techview/Kestrel View Connection
xxii. Run Service Report From Kestrel View
xxiii. Techview/Kestrel View Disconnection
xxiv. Complete Required Paperwork

COOLING TOWER MAINTENANCE

Service	Monthly	Semi-Annual
Inspect General Condition and Operation	X	
Observe Operation of:		
Motor, Coupling, Gearbox and Fan	X	
Makeup Valve	X	
Inspect and Clean:	Inspect	Clean
Air Inlet Louvers	X	X
Drift Eliminators	X	X
Cold Water Basin and Outlet	X	X
Hot Water Basin	X	X
Fan Motor Exterior	X	X
Check:		
Cold Water Basin Level	X	
Check Gearbox for:		
Oil Leaks	X	
Proper Oil Level	X	
Loose Bolts or Oil Plug		X
Plugged Oil Lines or Vents		X
Thoroughly Inspect Mechanical Coupling		X
Check Gearbox Oil	X	
Check and Tighten as Required:		
Mechanical Equipment Bolts		X
Motor Anchor Bolts		X
Tower Framework Structural Bolts		X
Fan Assembly Bolts		X
Inspect Metal Surface and Touchup		X

Note: Gear Lube shall take place every 5 years using synthetic gear lube.

CHILLER MAINTENANCE SCHEDULE

Service	Monthly	Annual
Operating Inspections		
Check Operations of Purge Unit *	X	
Check Purge Unit Controls *	X	
Tighten All Electrical Connections	X	
Check Approach Temperatures	X	
Check And Clean System, Auxiliary and Pump Water Strainers	X	
Check Unit Starter Operation and Contacts	X	
Check Load Limits Relay	X	
Check Setting and Operation of P.E. Switches	X	
Check All Sight Glasses	X	
Check Oil Pressure Regulator	X	
Check Operators Log	X	
Complete Operations Log on Unit For 90 Min. Period at 15 Mi. Interval		X
Check Gauges for Calibration or Replacement		X
Check Flow Rates Through Evaporator and Condenser		X
Annual Major Maintenance		
Change: Oil and Purge Refrigerant Filters *		X
Meg Compressor Motor		X
Lubricate Vane Control Shaft *		X
Set Pilot Positioner *		X
Set Vane Operator *		X
Meg Oil Pump Motor		X
Test and Calibrate All Safety and Interlocking Controls		X
Vibrate Test Compressor Motor		X
Brush Condenser Tubes, Clean air cooled condenser coils		X
Load Analysis, Calculate vs. Design Efficiency		X
Sample Oil For Spectrographic Analysis *		X
Maintain Oil Separator * Change Every Two Years (start 2018)		X

* As applies to centrifugal or screw type machines

CHILLER PLANT MAINTENANCE SCHEDULE

Service	Monthly	Annual
Operating Inspections		
Check all Condenser fan blades and motors	X	
Check operation of all crankcase heaters	X	
Check all fluid pressures and levels	X	
Check all motorized valves	X	
Check bearings in cooling towers	X	
Check bearings in all fluid pumps	X	
Check all pump couplings	X	
Check all VFD's	X	
Check all VFD cooling fans	X	
Submit a list of repair / replacement advisories	X	X
Sample all ice tanks/Test for glycol presence/submit repair list		X
Exercise all Bypass valves		X
Exercise and lubricate all plant hand valves		X
Clean and flush all make up water valves		X
Clean and check all automatic air vents		X
Blow down all air scoops		X
Blow down all expansion tanks and set pressure as required		X
Clean and lube all plant motorized valve actuators		X
Tighten all butterfly valve linkages		X
Check all metal parts for corrosion and treat as required		X
Check all insulation and repair as required		X
Purge grease all pump bearings		X
Purge grease all tower bearings		X
Check and align all pump couplings		X
Clean all VFD heat sinks and check all Plant VFD's operation		X

C. CHILLER REPAIR AND MAINTENANCE

Inspection

A visual inspection of every device in the "List of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.

Maintenance

The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained chiller systems so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner. The Owner shall reimburse the Contractor for the Manufacturer's invoice cost of all parts and materials (except freight, tax, services supplied by others and equipment rental, which are reimbursed as charged with no markup), used in the repair of all County maintained chiller systems. Manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use. On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices must accompany requests for payment.

D. MAJOR COMPONENT FAILURE OR SYSTEM BREAKDOWN

In the event of a major component failure or system breakdown, the County, when deemed as an emergency situation, shall have the option to request from the Contractor only, a proposal/quote for replacement equipment in an amount that could exceed Four Thousand Nine Hundred Ninety-nine and 99/100 Dollars ($4,999.99). Any proposal over Five Thousand and 00/100 Dollars ($5,000.00), up to and including Ten Thousand and 00/100 Dollars ($10,000.00), must be approved and signed by the Department Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 Dollars ($10,000.00), up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars ($49,999.99), must be approved and signed by the Department Director and the County Administrator.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eryn Zak	
Lassiter-Ware Insurance of Tampa Bay 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: ErynZ@lassiterware.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Amerisure Insurance Company	19488
	INSURER B : North River Insurance Company	21105
	INSURER C : Scottsdale Insurance Company	41297
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED	
Air Mechanical & Service Corp. 2700 Ave of The Americas Englewood FL 34244	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CONTRACTUAL LIABILITY [X] XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	N		CPP20950420401 APPROVED BY RISK MANAGEMENT BY DATE 3/29/19 WAIVER N/A X YES	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFITS	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N		CA20950410402	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP- BASIC	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			5811111027	01/01/2019	01/01/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC21077280101	01/01/2019	01/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	CONTRACTOR'S POLLUTION CONTRACTOR'S PROFESSIONAL			VRS0003102	01/01/2019	01/01/2020	CLAIM LIMIT GENERAL AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monroe County Board of County Commissioners is named as Additional Insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street
Gato Bldg, Room 2-213
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Baldwin Krystyn Sherman Partners LLC
4211 W Boy Scout Blvd
Suite 800
Tampa FL 33607

License#: L002281

CONTACT NAME: Sarah Arizmendi
PHONE (A/C, No, Ext): 239 780-0187 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance of Har	20478
INSURER B : The Continental Insurance Comp	42625
INSURER C : Zenith Insurance Company	13269
INSURER D : Great American Insurance Compa	16691
INSURER E : Everest Indemnity Insurance Co	10851
INSURER F :	

INSURED
Air Mechanical & Service Corp.
2700 Avenue of the Americas
Englewood FL 34224

AIRMECH-01

COVERAGES **CERTIFICATE NUMBER:** 85412465 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	7036334667	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	7036363120	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7036371301	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	Z139757802	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT	$ 1,000,000
D B E	Excess Liability - 2nd Layer Leased/Rented Equipment* Contractors Poll./Prof. Liability			TUE 5547696 00 7036363263 EF4CP00001-241	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	$4M Each Occur. Limit/Max Per Item $1M Each Occur.	$4M Aggregate $350,000/$25,000 $2M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Leased/Rented Equipment Deductible s $1,000.
Monroe County BOCC is included as Additional Insured with respect to General Liability (Ongoing and Completed Operations) and Auto Liability if required by written contract and subject to terms, conditions and exclusions of the policies. A Waiver of Subrogation in favor of the Monroe County BOCC applies to General liability, Auto liability and Workers Compensation if required by written contract, and subject to terms, conditions, and exclusions of the policies. Umbrella Liability policy follows form over General Liability, Auto Liability, and Employers Liability/Workers Compensation subject to terms, conditions, and exclusions of the policies.

APPROVED BY RISK MANAGEMENT
BY
DATE 1.25.24
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE
THE EXPIRATION D
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RECEIVED

JAN 22 2024

BY:_____

AIR MECHANICAL & SERVICE CORP.

2700 Avenue of the Americas
Englewood, Florida 34224
Phone 941-475-3715
Fax 941-475-3725

January 22, 2024

Monroe County Government
1100 Simonton Street
Key West, FL 33040

Attn: William DeSantis

Subject: Harvey Bldg. Chiller Replacement

Dear William,

As you requested, we are pleased to quote you the net price not to exceed $232,000.00 to perform the following scope of work:

1. Remove and dispose of existing air cooled chiller.
2. Provide and install (1) new Daikin air cooled chiller including sea coast coating.
3. Reconnect to existing electrical wiring. Modified as necessary to accommodate new chiller.
4. Reconnect to existing control wiring.
5. Reconnect to existing chilled water piping. Modified as necessary to accommodate the new chiller.
6. Insulate new piping as required.
7. Provide manufacturer's startup.
8. Provide crane service.
9. Includes the 2nd to 5th year warranty on compressors and a complete 5 year parts warranty.
10. All work to be performed on a weekend to avoid any downtime.
11. All work to be a turn-key project.

If further information is required, please contact me.

Sincerely,

Blaine Byers
Service Sales

1/22/24

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C7
2023-2063

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval of a Second Amendment to Agreement with Miami Dade Pump & Supply Company for Lift Station Maintenance and Cleaning, Upper Keys, for a CPI-U increase of 3%, retroactive to January 1, 2024, and to update certain provisions. This Contract is paid from funds 001 and 147.

ITEM BACKGROUND:

On January 18, 2023, the BOCC approved a Bid Award Agreement with Miami Dade Pump & Supply Company for Upper Keys Lift Station Maintenance and Cleaning. This is a two (2) year Agreement which will terminate on December 31, 2024. There is an option to renew for up to an additional three (3) one-year periods. The Original Agreement provides that the amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics or 3%, whichever is less, and shall be based upon the CPI-U computation at December 31 of the previous year. The CPI-U for December 31, 2023, was 3.4%, so therefore we are requesting a 3% CPI-U increase with an effective date retroactive to January 1, 2024.

This Amendment also updates other County and Federal provisions to bring it current with County, State, or Federal laws. The total annual compensation to the Contractor under this Agreement shall not exceed $42,600.00, unless pre-approved work requiring additional funds is implemented. Staff seeks approval of this Second Amendment as noted herein. All other terms of the Original Agreement, as amended, remain the same.

PREVIOUS RELEVANT BOCC ACTION:

October 18, 2023 BOCC approved a First Amendment to Agreement with Miami Dade Pump & Supply Company for Upper Keys Lift Station Maintenance and Cleaning to update contract provisions to allow for the option of seeking a proposal/quote from the Contractor only, for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy.

January 18, 2023 BOCC approved a Bid Award Agreement with Miami Dade Pump & Supply Company for Upper Keys Lift Station Maintenance and Cleaning for a two (2) year term with additional options to renew.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:

This Second Amendment seeks approval to increase the Contract amount by the allowable CPI-U increase of 3% with an effective date retroactive to January 1, 2024, and to update certain other provisions.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

02-21-2024-Second Amendment-Miami Dade- UK Lift Stations- (final legal stamped)Partial Exec.pdf
10-18-2023-C6_First Amendment-Miami Dade Pump Supply-Exec.pdf
01-18-2023 - Bid Award Agreement - Miami Dade Pump & Supply Co-Exec.pdf
COI - WC - Exp 7-1-24 Miami Dade -Exec.pdf
COI - GL - Exp 5-1-24 - Miami Dade - Exec.pdf
2024 02 COI Maimi Dade Pump Signed AL exp 08 04 2024-Exec.pdf

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FINANCIAL IMPACT:

Effective Date: Retroactive to 01/01/2024

Expiration Date: 12-31-2024 (if no renewal options are exercised)

Total Dollar Value of Contract: $42,600.00 annually as approved in the FY24 Budget

Total Cost to County: $42,600.00 annually

Current Year Portion: $31,950.00

Budgeted: yes

Source of Funds: Funds 001 & 147

CPI: Yes

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No If yes, amount:

Grant: N/A

County Match: N/A

Insurance Required: Yes

Additional Details: CPI-U is retroactive to January 1, 2024.

SECOND AMENDMENT TO AGREEMENT
FOR
LIFT STATIONS MAINTENANCE AND CLEANING - UPPER KEYS MONROE COUNTY, FLORIDA

This Second Amendment to Agreement is made and entered into this 21st day of February, 2024, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **MIAMI DADE PUMP & SUPPLY COMPANY,** a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 7870 NW 62nd Street., Miami, Florida 33166.

WHEREAS, the parties hereto did on January 18, 2023, enter into an Agreement for Upper Keys Lift Stations Maintenance and Cleaning ("Original Agreement"); and

WHEREAS, on October 18, 2023, the Board of County Commissioners ("BOCC") approved a First Amendment to Agreement to add and/or update provisions to allow for the option of requesting a proposal/quote from the Contractor only for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy as approved by the Board of County Commissioners; and

WHEREAS, Paragraph 6 of the Original Agreement, as amended, provides that the amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics, , or 3%, whichever is less, and shall be based upon the CPI-U computation or 3%, whichever is less, at December 31 of the previous year. The CPI-U for December 31, 2023, was 3.4%; and

WHEREAS, this Second Amendment to Agreement is to amend the Original Agreement to increase payment amounts by the annual CPI-U adjustment of three percent (3%), which is the lesser increase, effective retroactive to January 1, 2024; and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to enter into this Second Amendment to Agreement to provide for the annual CPI-U adjustment of three percent (3%), pursuant to the terms of the Original Agreement;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree to amend the Original Agreement as follows:

1. In accordance with Paragraph 6 of the Original Agreement, as amended, the contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau

of Labor Statistics, or 3%, whichever is less, and shall be based upon the CPI-U computation at December 31s of the previous year, or 3%, whichever is less. The CPI-U for December 31, 2023, was 3.4%, therefore the annual CPI-U increase shall be three percent (3%), effective retroactive to January 1, 2024.

2. Sub-paragraphs C and D of Paragraph 5, **CONTRACT SUM AND PAYMENTS TO CONTRACTOR**, of the Original Agreement, as amended, shall be amended to reflect the above CPI-U increase retroactive to January 1, 2024, and increase the annual not-to-exceed compensation amount, as follows:

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	QUANTITY OF LIFT STATIONS	FREQUENCY	MONTHLY COST
Animal Shelter	105951 Overseas Hwy., Key Largo, FL 33037	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 154.50**
Murray E. Nelson Government and Cultural Center	102050 Overseas Hwy., Key Largo, FL 33037	Two (2)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 309.00**
Friendship Park	69 Hibiscus Lane, Key Largo, FL 33037	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 154.50**
Key Largo Community Park	500 St. Croix Place, Key Largo, FL 33037	Two (2)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 309.00**
Harry Harris Park	50 East Beach Road, Tavernier, FL 33070	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 154.50**
Islamorada Library	81830 Overseas Hwy., Islamorada, FL 33036	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 154.50**

Total Annual Cost for Six (6) Locations, Eight (8) Lift Stations is Fourteen Thousand Eight Hundred Thirty Two and 00/100 ($14,832.00) Dollars.

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees):

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form, attached to the Original Agreement as **Exhibit "B," is** incorporated herein, for submission with invoices.

Total **Hourly** Fee for **Additional and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$ 200.85 per hour, technician

$ 257.50 per hour, technician plus helper

$ 56.65 per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$ 301.27 per hour, technician

$ 386.25 per hour, technician plus helper

$ 84.97 per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen percent (15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others).

The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under

warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

D. Total Annual Compensation to Contractor under this Agreement shall not exceed Forty-two Thousand Six Hundred and 00/100 ($42,600.00) Dollars annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

All other provisions in Paragraph 5 of the Original Agreement remain the same.

3. Paragraph 14, **NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY,** of the Original Agreement, as amended, is hereby amended to replace the first paragraph only with the following:

14. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

All other provisions of Paragraph 14 as set forth in the Original Agreement remain the same.

4. Paragraph 21, **TERMINATION,** of the Original Agreement, is hereby amended to delete the current Paragraph 21. F. and replace in its entirety Sub-paragraph F. only of Paragraph 21 with the following paragraph:

F. For Contracts of $1,000,000 or more:

(1) If the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, the County shall have the option of (1) immediately terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 187.135(5)(a), Florida Statutes, or (2) maintaining the Agreement at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

(2) If the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, or if the Contractor/Consultant has been placed on a list created pursuant to Section 215.473, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement, or (2) maintaining the Agreement, at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

All other provisions of Paragraph 21 as set forth in the Original Agreement remain the same.

5. Paragraph 38, **PUBLIC ENTITY CRIME STATEMENT,** of the Original Agreement, is hereby amended to delete the current Paragraph 38, as set forth therein, and replace it in its entirety with the following paragraph:

38. PUBLIC ENTITY CRIME STATEMENT

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

6. Paragraph **44.1**, **Davis-Bacon Act,** of the Original Agreement, is amended to only reflect an updated Davis-Bacon Wage Determination Statement dated January 5, 2024, which is attached hereto as "**Exhibit C - Revised**" and made a part hereof. All other provisions of Paragraph 44.1 remain the same.

7. The heading of Paragraph 44.7, **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. §200.322,** of the Original Agreement, is hereby amended to correct the heading of the current Paragraph 44.7, as set forth therein, and replace the heading in its entirety

to indicate the correct citation and reflect the new heading as **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. §200.323,** with the paragraph itself to remain the same.

8. Except as set forth in Paragraphs 1 through 7 of this Second Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

Signature

2/5/24 Benjamin T. Barlow
Date Print Name

Signature

2/5/24 Joseph Barlow
Date Print Name

CONTRACTOR: MIAMI DADE PUMP & SUPPLY COMPANY

Signature of person authorized to legally bind CONTRACTOR

Date: 2/5/24

Dionisio "Alex" Estrada President
Print Name and Title

Address: 7870 NW 62ST
Miami, FL 33166
305-751-3535
Telephone Number

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 02/05/2024

EXHIBIT C – REVISED

Davis-Bacon Wage Determination Statement

"General Decision Number: FL20240022 01/12/2024

Superseded General Decision Number: FL20230022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

ELEC0349-003 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 39.81	14.62

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	$ 40.40	14.90
Cranes 130-300 Ton	$ 39.38	14.90
Cranes 76 ton to 129 Ton	$ 37.57	14.90

IRON0272-004 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 27.75	15.27

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only	$ 20.21	12.38

* SFFL0821-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 32.03	22.71

SHEE0032-003 08/12/2023

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 29.10	14.68

* SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08 **	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 9.58 **	0.00

OPERATOR: Pump.....$ 11.00 ** 0.00

PAINTER: Roller and Spray.....$ 11.21 ** 0.00

PLUMBER.....$ 12.27 ** 3.33

ROOFER: Built Up,
Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: October 26, 2023

TO: William DeSantis, Director
Facilities Maintenance

Chrissy Collins
Executive Administrator

Alice Steryou
Contract Monitor

FROM: Liz Yongue, Deputy Clerk

SUBJECT: October 18, 2023 BOCC Meeting

The following item has been executed and added to the record:

C6 1st Amendment to Agreement with Miami Dade Pump & Supply Company for Lift Station Maintenance and Cleaning, Upper Keys, to add and/or update a contract provision to allow for the option of Equipment Replacement and Installation by seeking a proposal/quote only from the Contractor, in accordance with the current Monroe County Purchasing Policy. This Contract is paid from funds 001 and 147.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

FIRST AMENDMENT TO AGREEMENT
FOR
LIFT STATIONS MAINTENANCE AND CLEANING - UPPER KEYS MONROE COUNTY, FLORIDA

This First Amendment to Agreement is made and entered into this 18th day of October, 2023, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **MIAMI DADE PUMP & SUPPLY COMPANY,** a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 7870 NW 62nd Street., Miami, Florida 33166.

WHEREAS, the parties hereto did on January 18, 2023, enter into an Agreement for Upper Keys Lift Stations Maintenance and Cleaning ("Original Agreement"); and

WHEREAS, the parties desire to amend the Original Agreement to add and/or update provisions to allow for the option of requesting a proposal/quote from the Contractor only for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy as approved by the Board of County Commissioners; and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to amend its Original Agreement and enter into this First Amendment to Agreement to add or update the contract provision as set forth herein;

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

1. The section titled, **MAJOR COMPONENT FAILURE OR SYSTEM BREAKDOWN**, in Paragraph 5. E. of the Original Agreement is hereby amended to delete Paragraph 5. E., as set forth in the Original Agreement, and replace it in its entirety with the following paragraph:

Major Component Failure or System Breakdown

E. In the event a Lift Station System or any of its major components or parts need to be replaced or repaired due to a major component failure or system breakdown, the County shall have the option to request from the Contractor only, a proposal/quote for replacement equipment or parts and all associated installation thereto. Approval of such proposals/quotes shall follow the current Monroe County Purchasing Policy.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000 or more and itemized invoices in writing.

All other provisions of Paragraph 5 remain the same.

2. The section titled, **Major Component Failure or System Breakdown,** within the paragraph designated as **Specifications and Payments to Contractor** in Exhibit "A" to the Original Agreement is also hereby amended to delete the same Major Component Failure or System Breakdown section as set forth in Exhibit "A" and replace it in its entirety with the new Major Component Failure or System Breakdown Paragraph as set forth in Paragraph 1 herein.

3. Except as set forth in Paragraphs 1 and 2 of this First Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above in one (1) counterpart, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: 10/18/2023

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

10-4-23 JOSEPH Barlow
Date Print Name

_____
Signature

10/4/23 SANDRA Ponton Avello
Date Print Name

CONTRACTOR: MIAMI DADE PUMP & SUPPLY COMPANY

_____
Signature of person authorized to legally bind CONTRACTOR

Date: 10/4/23

Benjamin T. BARlow CEO
Print Name and Title

Address: 7810 NW 62 ST
Miami FL 33166
305-751-3535
Telephone Number

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 9/27/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

Manny Morin
10651 North Kendall Drive Suite 111
Miami FL 33176

CONTACT NAME: Manny Morin
PHONE (A/C, No, Ext): 305-598-5821 **FAX (A/C, No):**
E-MAIL ADDRESS: manny.morin.lr8t@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MIAMI-DADE PUMP & SUPPLY CO
11425 SW 99TH CT
MIAMI FL 331764166

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			K59 4923-B04-59L	08/04/2023	02/04/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	Y	N				BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED BY RISK MANAGEMENT
BY
8.15.23
DATE
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
~Manuel A. Morin

This form was system-generated on 08/04/2023 .

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois National Ins Co	23817
INSURED	INSURER B :	
ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Miami Dade Pump & Supply Company 7870 NW 62ND ST Miami, FL 331660000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:			APPROVED BY RISK MANAGEMENT			GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC			BY			PRODUCTS - COMP/OP AGG	$
	☐ OTHER:			DATE 6/30/2023				$
	AUTOMOBILE LIABILITY			WAIVER N/A___YES___			COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 034274994 FL	07/01/2023	07/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Miami Dade Pump & Supply Company paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Miami Dade Pump & Supply Company is an alternate employer under this policy.

CERTIFICATE HOLDER

MONROE COUNTY BOCC
1100 SIMONTON STREET
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Butler, Buckley, Deets, Inc.
6505 Blue Lagoon Drive
Suite 250
Miami FL 33126

CONTACT NAME: STEPHEN M. DENKERT
PHONE (A/C, No, Ext): 17862161778 **FAX (A/C, No):** 305-262-0187
E-MAIL ADDRESS: MARIANA@BBDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MONROE GUARANTY INS. CO.	32506
INSURER B : National Trust Ins Co	20141
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MIAMDAD-01
MIAMI DADE PUMP & SUPPLY Co.
DBA MIAMI PUMP & SUPPLY
7870 NW 62ND STREET
MIAMI FL 33166-3539

COVERAGES **CERTIFICATE NUMBER:** 1993247357 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		GL100042418-05	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			APPROVED BY RISK MANAGEMENT			GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC			BY			PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:			DATE 6/30/2023				$
	AUTOMOBILE LIABILITY			WAIVER N/A___YES___			COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			UMB100023933-06	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is indicated as additional insured with respect to General Liability when required by written contract or agreement.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: January 25, 2023

TO: William DeSantis, Director
Facilities Maintenance

Chrissy Collins
Executive Administrator

Alice Steryou
Contract Monitor

FROM: Liz Yongue, Deputy Clerk

SUBJECT: January 18th BOCC Meeting

The following item has been executed and added to the record:

C7 Agreement with Miami Dade Pump & Supply Company for Lift Station Maintenance and Cleaning, Upper Keys. This contract is paid from funds 001 and 147.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

AGREEMENT

FOR

LIFT STATIONS MAINTENANCE AND CLEANING- UPPER KEYS MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 18th day of January, 2023, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **MIAMI DADE PUMP & SUPPLY COMPANY,** a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 7870 NW 62nd Street., Miami, Florida 33166.

WHEREAS, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

WHEREAS, CONTRACTOR desires to and is able to perform the work or services described in attached Exhibit "A"; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to perform the work or services described in attached Exhibit "A" for Monroe County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. THE AGREEMENT

The Agreement consists of this document, the Request for Proposals ("RFP") documents, exhibits, and any addenda only.

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A",** which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement. The Contractor shall be responsible for the scheduling of services required per the Scope of Work, so as each task is satisfactorily completed.

3. PERSONNEL

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per site and/or location can communicate well in the English language with the County Representative. Any employee hired by the Contractor will be the Contractor's employee

and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations, including but not limited to, OSHA regulations, DEP regulations, and all other applicable local, State, and Federal regulations.

The Contractor shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall be at the site of an alarm malfunction within four (4) hours of verbal, email, or text notification by the County. The Contractor shall provide an after-hours contact person and phone number. The County, upon award of the contract, shall provide a contact person and phone number for building and equipment access.

Uniforms are preferred for Contractor's personnel; however, photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

4. BACKGROUND CHECKS / FINGERPRINTING

Contractor employees must consent to Level One background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Facilities Maintenance Director or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Facilities Maintenance Director or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

Some work will be conducted at secure facilities, including, but not limited to law enforcement and fire rescue. Background checks, including at a minimum:

A. Warrants check;
B. Fingerprints;
C. Local Records check;
D. Prior employment check; and
E. Criminal History check

are required of Contractor's personnel that will enter Monroe County Sheriff's Office ("MCSO") facilities. Background checks on such personnel will be conducted by the MCSO.

MCSO may prohibit entry to, or remove from, any secure facility any Contractor employee who, in the judgment of MCSO, poses a risk to the security or good order of the facility. Thereafter, MCSO and the Contractor will immediately discuss resolution of the problem.

If the problem is not resolved to the satisfaction of the MCSO, the employee shall not be permitted to return to any facility operated by the MCSO. Contractor will promptly replace the employee at no additional cost to County.

Contractor further agrees to notify County immediately upon becoming aware that one of its employees or subcontractor's employees, who previously completed the background check is subsequently arrested or convicted of any crime. Failure by Contractor to notify County of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/subcontractor and/or within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by County. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling County to terminate this contract immediately with no further responsibility to make payment or perform any other duties described herein.

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

A. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners ("BOCC"). County shall pay in accordance with the Florida Local Government Prompt Payment Act and Monroe County Code; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices for its monthly services with supporting documentation acceptable to the Clerk. The Monthly costs shall include the Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual Inspections. Such invoices shall be submitted monthly in arrears, with such services to be paid annually in twelve (12) equal monthly installments. Contractor shall submit to County invoices no later than twenty-five (25) days after inspections/repairs with supporting documentation acceptable to the Clerk. Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual inspections shall be submitted in arrears with supporting reports. If any major deficiencies are found, the County must be notified in writing within forty-eight (48) hours, otherwise reports must be submitted within fifteen (15) days of inspection date. Contractor shall submit to the County repair invoices with supporting documentation acceptable to the Clerk, at completion by the Contractor of the repair and said work approved by an appropriate County representative, to be paid at the earliest date possible following completion of the repair. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	QUANTITY OF LIFT STATIONS	FREQUENCY	MONTHLY COST
Animal Shelter	105951 Overseas Hwy., Key Largo, FL 33037	One (1)	Monthly, Quarterly, Bi-Annual (Twice	**$ 150.00**

			a Year), and Annual	
Murray E. Nelson Government and Cultural Center	102050 Overseas Hwy. Key Largo, FL 33037	Two (2)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 300.00**
Friendship Park	69 Hibiscus Lane, Key Largo, FL 33037	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 150.00**
Key Largo Community Park	500 St. Croix Place, Key Largo, FL 33037	Two (2)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 300.00**
Harry Harris Park	50 East Beach Road, Tavernier, FL 33070	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 150.00**
Islamorada Library	81830 Overseas Hwy., Islamorada, FL 33036	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual	**$ 150.00**

Total Annual Cost for Six (6) Locations, Eight (8) Lift Stations is Fourteen Thousand Four Hundred and 00/100 ($14,400.00) Dollars.

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees):

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form is attached hereto as **Exhibit "B"** and made a part hereof for submission with invoices.

Total **Hourly** Fee for **Additional and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$ 195.00 per hour, technician

$ 250.00 per hour, technician plus helper

$ 55.00 per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$ 292.50 per hour, technician

$ 375.00 per hour, technician plus helper

$ 82.50 per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen percent (15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others).

The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

D. Total Compensation to Contractor under this Agreement shall not exceed Forty Thousand and 00/100 ($ 40,000.00) Dollars annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

E. **Major Component Failure or System Breakdown** - In the event of a maintenance service or other Lift Station repairs, not contemplated herein as set forth on Exhibit "A", the County shall have the option to request from the Contractor only, a proposal/quote for the additional emergency work in an amount that could exceed Five Thousand and 00/100 ($5,000.00) Dollars. Any proposal over Five Thousand and 00/100 ($5,000) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000 or more and itemized invoices in writing.

6. TERM OF AGREEMENT

This two (2) year Agreement shall commence retroactive to January 1, 2023, and ends upon December 31, 2024, unless terminated earlier under paragraph 21 of this Agreement.

The County shall have the option to renew this Agreement for up to an additional three (3) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of two (2) years. The County is not required to state a reason if it elects not to renew.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or 3%, whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation or 3%, whichever is less, at December 31 of the previous year.

7. LICENSES

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal.

8. MAINTENANCE OF RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement or five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, if applicable, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

9. RIGHT TO AUDIT

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents

or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Fla. Stat., running from the date the monies were paid to Contractor. The *right to audit* provisions survive the termination of expiration of this Agreement.

10. PUBLIC RECORDS COMPLIANCE

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by

the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

11. HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or

omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in this paragraph. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this Agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE. Where applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $100,000.00 bodily injury by accident, $500,000.00 bodily injury by disease, policy limits, and $100,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$300,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$200,000.00* per person, *$300,000.00* per occurrence, and *$200,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$500,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if

requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

12. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

13. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find Contractor or any of its employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

14. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended,

relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. <u>ASSIGNMENT/SUBCONTRACT</u>

Contractor shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into

any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

16. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

17. DISCLOSURE AND CONFLICT OF INTEREST

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

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

18. NO PLEDGE OF CREDIT

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

19. NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the COTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:

Monroe County
Facilities Maintenance Department
123 Overseas Hwy., Rockland Key
Key West, FL 33040

and

Monroe County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

FOR CONTRACTOR:

Miami Dade Pump & Supply Company
NW 62nd Street
Miami, Florida

20. TAXES

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

21. TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this Agreement after five (5) days' written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party ninety (90) days' written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this Agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' written notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured,

the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon ninety (90) days' written notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement.

E. For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

F. For Contracts of $1,000,000 or more, if the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

22. GOVERNING LAW, VENUE, AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the

enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

23. MEDIATION

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

24. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

25. ATTORNEY'S FEES AND COSTS

County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, at all levels of the court system, including in appellate proceedings.

26. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The Contractor and County Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration.

This provision does not negate or waive the provisions of Paragraph 14 or Paragraph 21 concerning termination or cancellation.

27. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

28. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

29. AUTHORITY

Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

30. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that affect the Project will be provided to each party.

31. PRIVILEGES AND IMMUNITIES

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

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

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

33. NON-RELIANCE BY NON-PARTIES

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

34. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require to include, but not limited to, a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement, as set forth within this RFP.

35. NO PERSONAL LIABILITY

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

36. EXECUTION IN COUNTERPARTS

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

37. SECTION HEADINGS

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

38. PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract

to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

39. MUTUAL REVIEW

This Agreement has been carefully reviewed by Contractor and the County. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

40. INCORPORATION OF RFP DOCUMENTS

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

41. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

42. COVENANT OF NO INTEREST

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

43. AGREEMENTS WITH SUBCONTRACTORS

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as an additional insured.

44. FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

44.1 **Davis-Bacon Act**, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes Emergency Management Preparedness Grant

Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation, a copy of which is attached hereto as **Exhibit "C"** and made a part hereof. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis-Bacon Act

during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

44.2 **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated Damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject

to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. §5.5.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. §5.5, paragraphs (b)(1) through (4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5, paragraphs (1) through (4).

44.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

44.4 **Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387).** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended, applies to Contracts and subgrants of amounts in excess of $150,000. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The Contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

44.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award under a "covered transaction" (see 2 C.F.R. §180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R.

§180.940) or disqualified (defined at 2 C.F.R. §180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

44.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,000, the certification, attached hereto and made a part hereof, must be signed and submitted by the CONTRACTOR to the COUNTY.

44.7 **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. § 200.322.** CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

44.8 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment as set forth in 2 C.F.R. § 200.216.** Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44.9 **Domestic Preference for Procurements as set forth in 2 C.F.R. §200.322.** The COUNTY and CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

44.10 **Americans with Disabilities Act of 1990, as amended (ADA).** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant

thereto.

44.11 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

(6) Requiring the Prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

OTHER FEDERAL AND/OR FEMA REQUIREMENTS (as applicable)

44.12 Access to Records. Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must: (1) Cooperate with any compliance review or complaint investigation conducted by DHS; (2) Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and

other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance; (3) Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

44.13 **DHS Seal, Logo, and Flags.** Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

44.14 **Changes to Contract.** The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the County and Contractor.

44.15 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44.16 **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

44.17 **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

44.19 If this Agreement is funded by the Florida Department of Emergency Management (FDEM), the Contractor will be bound by the terms and conditions of any applicable Federally-Funded Sub-Award and Grant Agreement between the County and the Florida Division of Emergency Management (Division).

44.20 If applicable, the Contractor shall hold the Division and County harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

44.21 **Energy Efficiency.** If applicable, Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. §§6201-6422) and will all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

45. **Florida E-Verify System** – Beginning January 1, 2021, in accordance with Fla. Stat., Sec. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of Fla. Stat., Sec. 448.095.

46. **UNCONTROLLABLE CIRCUMSTANCE**

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

47. **WARRANTY OF PERFORMANCE**

Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial responsibility required to perform and provide all services set forth in the Scope of Work and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. Contractor represents and warrants that the services in the Scope of Work shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

48. **ENTIRE AGREEMENT**

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with

reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

49. FINAL UNDERSTANDING

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above in one (1) counterpart, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: 1/18/2023

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

11/22/22 Benjamin R. Barb
Date Print Name

_____
Signature

11/22/22 Mavis Falcon
Date Print Name

CONTRACTOR: MIAMI DADE PUMP & SUPPLY COMPANY

_____
Signature of person authorized to legally bind CONTRACTOR

Date: 11-22-2022

Jason Browning - V.P.
Print Name and Title

Address: 9870 NW 62 ST
Miami, FL 33166

305-751-3535
Telephone Number

FILED FOR RECORD
2023 JAN 25 PM 4:
CLK, CIR. CT.
MONROE COUNTY, FLA

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 11/22/2022

EXHIBIT "A"

SCOPE OF WORK

LIFT STATIONS MAINTENANCE AND CLEANING- UPPER KEYS
MONROE COUNTY, FLORIDA

Introduction:

Lift Station operation is usually automated and does not require continuous on-site operator presence. Frequent inspections are recommended to ensure normal functioning and to identify potential problems. Lift Station inspections typically include observation of pumps, motors, and drives for unusual noise, vibration, heating and leakage; check of pump suction and discharge lines for valving arrangement and leakage; check of control panel switches for proper position; monitoring of discharge pump rates and pump speed; and monitoring of the pump suction and discharge pressure. Inspection frequency depends on the size of the lift station. The most labor-intensive task for Lift Stations is routine preventative maintenance. A well-planned maintenance program for lift station pumps prevents unnecessary equipment wear and downtime.

Scope of Work:

Monthly Inspection:

- Visually inspect the Lift Stations for vandalism
- Clean up any trash or debris
- Record pump hours for each pump
- Run each pump by hand/manual control and watch level control go up and down to ensure pumps are operating properly
- Wash down wet well
- Place pump controls back in auto position prior to leaving station
- Test all panel lights and change as needed to ensure proper operation
- Inspection of the light and alarm systems should be performed monthly
- Amp and vibration readings should be taken at least once a month on each motor
- Test all floats in Lift Station, test amperage and voltage
- Check condition of wiring
- Check condition of panel
- Lock up Station
- Complete all required paperwork

Quarterly Inspection:

- Inspection of pumps (submersible and dry) should be performed
- Inspection of the impeller should be performed quarterly or when motor hours are not within 10 percent (10%) of each other

- Cleaning and inspections of floats should be performed quarterly to assure proper performance

Bi-Annual (Twice a Year) Inspection:

- Wet wells should be pumped out and cleaned at least twice a year or more often, if necessary, to prevent solids and grease buildup
- Inspection of the check valves should be performed at least twice a year

Annual Inspection:

- An annual inspection of all electrical motor control equipment should be performed to find poor connections and worn parts. This inspection should include infrared testing and panel maintenance.

Contractor is to provide all labor, supervision, equipment, parts, tools, transportation, chemicals for odor control, service incidentals, supplies, and permits for Lift Station Maintenance and Cleaning, Preventive Maintenance, Repair, and Emergency Service Calls for various locations in the Upper Keys.

Contractor is required to provide for the inspection, testing, maintenance, cleaning, odor control and repairs and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency.

The Contractor shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall be at the site of the Lift Station malfunction within four (4) hours of verbal, email, or text notification by the County. The Contractor shall provide an after-hours contact person and phone number. The County, upon award of the contract, shall provide a contact person and phone number for building and equipment access.

Contractors shall be familiar with the Lift Station locations in the Upper Keys, Monroe County, and primarily the following locations:

Animal Shelter
105951 Overseas Hwy., Key Largo, FL 33037
One (1) lift station

Murray E Nelson Government and Cultural Center
102050 Overseas Hwy., Key Largo, FL 33037
Two (2) lift stations

Friendship Park
69 Hibiscus Lane
Key Largo, FL 33037
One (1) lift station

Key Largo Park
500 St. Croix Place
Key Largo, FL 33037
Two (2) lift stations

Harry Harris Park
50 East Beach Road
Tavernier, FL 33070
One (1) lift station

Islamorada Library
81830 Overseas Hwy.
Islamorada, FL 33036
One (1) lift station

Specifications and Payments to Contractor:

The Contractor's services shall comply with all Department of Environmental Protection (DEP) rules, Florida Statutes, County, and Local regulations pertaining to the operation and maintenance of the Lift Station Systems. The Contractor shall make repairs as necessary to assure that the Lift Stations are operating efficiently, reliably, and in accordance with all requirements of the DEP.

Bid prices shall include a complete program including inspection, testing, maintenance, cleaning and repairs in accordance with all guidelines issued per the adopted DEP rules and regulations for the facilities listed in the Scope of Work.

1. The Contractor shall provide the inspection schedule and coordinate all inspections with Facilities Maintenance, Upper Keys Building Administrator, Robert Glassmer.
2. The Contractor shall document each on-site service call or inspection listing the below information and provide Contract Monitor with a copy:
    a. the inspection date
    b. time
    c. location
    d. initials of person performing inspection
    e. equipment identification
    f. work performed
    g. meter readings for each pump
    h. flow reading for each pump
    i. any special instructions
    j. furnish a brief description of activity
    k. general appearance
    l. any maintenance done to the Lift Station
    m. date of pump and equipment calibrations
    n. pump ratings in gallons per minute
    o. power usage (if available)

3. The Contractor shall include written findings, corrective actions, and recommendations within the Monthly Inspection Reports. Whenever permitting and/or engineering services are required for repairs/replacements, the Contractor shall submit to the County the Contractor's actual certified documented costs for such services and shall invoice the County for reimbursement of only such cost.
4. All documentation shall be submitted by the Contractor to the Monroe County Facilities Maintenance Contract Monitor with the Contractor's invoice for payment of Lift Stations maintenance and cleaning.
5. Additional or Emergency Services, when requested by the County, the Contractor shall advise and recommend in a written Proposal to the County any needed improvements. After County approval with written Notice to Proceed is given, the services will commence. Upon completion, the Contractor shall invoice the County at the fee schedule rates as specified in the Agreement on the Application for Payment Details Form (Exhibit B).

Major Component Failure or System Breakdown

In the event of a maintenance service or other Lift Station repairs, not contemplated herein as set forth on Exhibit "A", the County shall have the option to request from the Contractor only, a proposal/quote for the additional emergency work in an amount that could exceed Five Thousand and 00/100 ($5,000.00) Dollars. Any proposal over Five Thousand and 00/100 ($5,000) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000 or more and itemized invoices in writing.

1. **Requirements of Contractor**

a) Perform Monthly, Quarterly, Bi-Annual (Twice a Year) and Annual Inspections at the following locations:

The Contractor proposes said services on a per month basis for each of twelve (12) months. The Monthly cost should include the cost of the monthly, quarterly, bi-annual (twice a year) and annual inspections. The Contractor shall invoice Monroe County Facilities Maintenance Department monthly for Lift Station Maintenance and Cleaning services performed under the Scope of Work contained herein for locations, including, but not limited to, the following:

FACILITY	ADDRESS	QUANTITY OF LIFT STATIONS	FREQUENCY
Animal Shelter	105951 Overseas Hwy., Key Largo, FL 33037	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year), and Annual
Murray E. Nelson Government and Cultural Center	102050 Overseas Hwy., Key Largo, FL 33037	Two (2)	Monthly, Quarterly, Bi-Annual (Twice a Year) and Annual
Friendship Park	69 Hibiscus Lane, Key Largo, FL 33037	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year) and Annual
Key Largo Community Park	500 St. Croix Place, Key Largo, FL 33037	Two (2)	Monthly, Quarterly, Bi-Annual (Twice a Year) and Annual
Harry Harris Park	50 East Beach Road, Tavernier, FL 33070	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year) and Annual
Islamorada Library	81830 Overseas Hwy., Islamorada, FL 33036	One (1)	Monthly, Quarterly, Bi-Annual (Twice a Year) and Annual

The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

Contractor shall submit to County invoices no later than twenty-five (25) days after inspections/repairs with supporting documentation acceptable to the Clerk. Monthly, Quarterly, Bi-Annual (Twice a Year) and Annual inspections shall be submitted in arrears with supporting reports. If any major deficiencies are found, the County must be notified in writing within forty-eight (48) hours, otherwise reports must be submitted within fifteen (15) days of inspection date. Contractor shall submit to the County repair invoices with supporting documentation acceptable to the Clerk, at completion by the Contractor of the repair and said work approved by an

appropriate County representative, to be paid at the earliest date possible following completion of the repair. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

EXHIBIT B: APPLICATION FOR PAYMENT DETAILS

APPLICATION FOR PAYMENT DETAILS

DATE: _____ INVOICE NUMBER: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

LOCATION: _____

ROUTINE: _____ REPAIR: _____

PARTS AND MATERIALS COSTS *

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	SUB-TOTAL
1				
2				
3				
4				
5				

PARTS & MATERIALS SUB-TOTAL $_____

15% INCREASE ON ABOVE PARTS & MATERIALS $_____

SERVICES SUPPLIED BY OTHERS (amount charged to be reimbursed) $_____

FREIGHT CHARGE (amount charged to be reimbursed) $_____

TAX CHARGES (amount charged to be reimbursed) $_____

PARTS & MATERIALS TOTAL **$**_____

LABOR (rounded to 15 minute increments) **AND EQUIPMENT COSTS**

_____Regular HOURS Technician @ $ _____ SUB-TOTAL $_____

_____Regular HOURS Technician & Helper $ _____ SUB-TOTAL $_____

_____Regular HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Technician @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Technician & Helper @ $_____ SUB0TOTAL $_____

_____Overtime HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

LABOR AND EQUIPMENT TOTAL $_____

TOTAL$_____

DESCRIPTION OF WORK:_____

_____

_____ _____

Date Authorized Signature / Title

*Contractor must provide a copy of Invoice/Receipts for manufacturer's cost of parts & materials, freight for transportation/shipping costs, equipment rental amounts, taxes, and services supplied by others.

EXHIBIT C: DAVIS-BACON WAGES STATEMENT

"General Decision Number: FL20220022 07/01/2022

Superseded General Decision Number: FL20210022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30,	. Executive Order 14026 generally applies to the

2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/25/2022
3	07/01/2022

ELEC0349-003 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 37.61	11.72

ENGI0487-004 07/01/2013

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity	$ 29.00	8.80
Yard Crane, Hydraulic		

Crane, Capacity 15 Ton and Under.....$ 22.00 8.80

IRON0272-004 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	$ 26.00	14.16

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only.....	$ 20.21	12.38

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* SFFL0821-001 07/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	$ 31.28	21.34

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct		

Installation).....$ 23.50 12.18

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* SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 9.58 **	0.00
OPERATOR: Pump	$ 11.00 **	0.00
PAINTER: Roller and Spray	$ 11.21 **	0.00
PLUMBER	$ 12.27 **	3.33
ROOFER: Built Up,		

Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

C. Relevant Experience: The number of years the person or entity has been operating and, if different, the number of years it has been providing the service, goods, or construction services called for in the proposal specifications (include a list of similar projects). SEE ATTACHED

D. The number of years the person or entity has operated under its present name and any prior names. SEE ATTACHED

E. Answers to the following questions regarding claims and suits:

a. Has the person or entity ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details of the job, including where the job was located and the name of the owner.)

YES ☐ NO ☒

b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or its officers, directors, or general partners (this specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years)? (If yes, provide details, include enough information about the judgment, claim, arbitration, or suit so that the Owner will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)

YES ☐ NO ☒

c. Has the person, principal of the entity, entity, or its officers, major shareholders or directors within the last five (5) years, been a party to any lawsuits or arbitrations with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years. (If yes, provide details, include enough information about the judgment, claim, arbitration, or suit so that the Owner will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)

YES ☐ NO ☒

d. Has the person, principal of the entity, or its officers, owners, partners, major shareholders or directors, ***ever*** initiated litigation against Monroe County or been sued by Monroe County in connection with a contract to provide services, goods or construction services? This specifically includes

any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner. (If yes, provide details, include enough information about the judgment, claim, arbitration, or suit so that the Owner will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)

YES ☐ NO ☒

e. Whether, within the last five (5) years, the Owner, an officer, general partner, controlling shareholder or major creditor of the person or entity was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids. (If yes, provide details and information about the failure to perform services or furnish goods that will enable the Owner to thoroughly consider the matter.)

YES ☐ NO ☒

f. Customer references (minimum of three), including name, current address, and current telephone number. Credit References (minimum of three), including name, current address, and current telephone number. SEE Attached

g. Financial statements for the prior three (3) years. Please provide in a separate email for the Contractor's confidentiality, and clearly label the email **"CONFIDENTIAL."**

("Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a bid for a road or any other public works project is exempt from F.S. §119.07(1) and s.24(a), Art. 1 of the State Constitution.") However, any financial information the Contractor includes in the proposal packet, which is not marked as "Confidential", may be disclosed in any public records request and will not be treated as "Confidential." The County shall incur no liability for inadvertent disclosure of financial records that are not properly marked.

NON-COLLUSION AFFIDAVIT

I, Dionisio "Alex" Estrada of the city of Miami-Dade according to law on my oath, and under penalty of perjury, depose and say that:

a. I am President of the firm of Miami Dade Pump and Supply Co the proposer making the Proposal for the project described in the Request for Proposals for Lift station Maintenance & cleaning Yearly and that I executed the said proposal with full authority to do so;

b. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

c. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor; and

d. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and

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

(Signature)

Date: 10/31/22

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10/31/22 (date) by Dionisio "Alex" Estrada (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

MAVIS FALCON
MY COMMISSION # HH 040858
EXPIRES: October 3, 2024
Bonded Thru Notary Public Underwriters

(SEAL)

NOTARY PUBLIC

My Commission Expires: 10/3/24

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Miami Dade Pump and Supply Co"

(Company)

"...warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date: 10/31/22

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10-31-22 (date) by Dionys "Max" Estrada (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

MAVIS FALCON
MY COMMISSION # HH 040858
EXPIRES: October 3, 2024
Bonded Thru Notary Public Underwriters

(SEAL)

NOTARY PUBLIC

My Commission Expires: 10/3/24

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:

Miami Dade Pumpand Supply Co.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Proposer's Signature)

Date: 10/3/22

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10/3/22 (date) by Dionisio "Mac" Estrada (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

MAVIS FALCON
MY COMMISSION # HH 040858
EXPIRES: October 3, 2024
Bonded Thru Notary Public Underwriters

Mavis Falcon

NOTARY PUBLIC

My Commission Expires: 10/3/24

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Dionisio "Mel" Estrada (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 10/31/22

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 10/31/22 (date) by Dionisio "Mel" Estrada (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

MAVIS FALCON
MY COMMISSION # HH 040858
EXPIRES: October 3, 2024
Bonded Thru Notary Public Underwriters

(SEAL)

NOTARY PUBLIC

My Commission Expires: 10/3/24

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Lift Station Maintenance & cleaning Upper Keys

Respondent Vendor Name: Miami Dade Pump and Supply Co.

Vendor FEIN: 20-5648517

Vendor's Authorized Representative Name and Title: Dionisio "Alex" Estrada

Address: 7870 NW 62 ST

City: Miami State: FL Zip: 33166

Phone Number: 305-751-3535

Email Address: BEN@MiamiPumpandSupply.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Dionisio "Alex" Estrada, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

Print Name: Dionisio "Alex" Estrada

Title: President

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

BYRD-ANTI LOBBYING CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Miami Dade Pump and Supply C.A., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Dionisio "Alex" Estrada President 10/31/22

Name and Title of Contractor's Authorized Official Date

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind: specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

2-6c

PART 2/COUNTY

INSTRUCTIONS FOR COMPLETION OF SF-LLL,

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project

(0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF» 2-6d PART 2/COUNTY

MINORITY OWNED BUSINESS DECLARATION

Miami Dade Pump and Supply, a sub-contractor engaged by Monroe County during the completion of work associated with the below indicated project (Check one)

_____ is a minority business enterprise, as defined in Section 288.703, Florida Statutes

or

X is not a minority business enterprise, as defined in Section 288.703, Florida Statutes.

F.S. 288.703(3) "Minority business enterprise" means any small business concern as defined in subsection (6)(see below) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds $1 million. For purposes of this subsection, the term "related immediate family group" means one or more children under 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

F.S 288.703(6) "Small business" means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments. Contractor may refer to F.S. 288.703 for more information.

Contractor

Signature

Print Name: Dionisio "Alex" Eskenazi

Title: President

Address: 757 NW 62 ST

City/State/Zip: Miami, FL 33150

Sub-Recipient: Monroe County

Signature

Print Name: _____

Title: _____

OMB Dept: Verified via
https://osd.dms.myflorida.com/directories

Date: _____

DEM Contract: _____

FEMA Project Number: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lacie Lee Jones	
Manny Morin Insurance Agency 10651 North Kendall Drive Suite 111 Miami FL 33176	PHONE (A/C, No, Ext): 305-598-5821	FAX (A/C, No): 305-598-0418
	E-MAIL ADDRESS: lacie@mannymorin.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MIAMI-DADE PUMP & SUPPLY CO
7870 NW 62ND ST
Miami FL 33166-3539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		K59 4923-B04-59C	08/04/2022	02/04/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			NON-OWNED AUTOS			BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☒ ENOL							$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED BY RISK MANAGEMENT
BY
DATE 12.6.222 AL only
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is also additional insured.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lacie Lee Jones

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Butler, Buckley, Deets, Inc.
6505 Blue Lagoon Dr Suite 250
Miami FL 33126

CONTACT NAME: STEPHEN M. DENKERT
PHONE (A/C, No, Ext): 7864171712 **FAX (A/C, No):** 305-262-0187
E-MAIL ADDRESS: MARIANA@BBDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MONROE GUARANTY INS. CO.	
INSURER B : National Trust Ins Co	20141
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MIAMDAD-01
MIAMI DADE PUMP & SUPPLY Co.
DBA MIAMI PUMP & SUPPLY
7870 NW 62ND STREET
MIAMI FL 33166-3539

COVERAGES **CERTIFICATE NUMBER:** 1769570503 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		GL100042418-04	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB ☒ OCCUR			UMB100023933-05	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED ☒ RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED BY RISK MANAGEMENT
BY
DATE 11.28.22 GL only
WAIVER N/A ☒ YES ☐

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is indicated as additional insured with respect to General Liability when required by written contract or agreement.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois National Ins Co	23817
INSURED	INSURER B :	
ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Miami Dade Pump & Supply Company 7870 NW 62ND ST Miami, FL 331660000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 053414668 FL	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

APPROVED BY RISK MANAGEMENT
BY
DATE 11.28.22 WC & Employers liability only
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Miami Dade Pump & Supply Company paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Miami Dade Pump & Supply Company is an alternate employer under this policy.

CERTIFICATE HOLDER

MONROE COUNTY BOCC
1100 SIMONTON STREET
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois National Ins Co	23817
INSURED	INSURER B :	
ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Miami Dade Pump & Supply Company 7870 NW 62ND ST Miami, FL 331660000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:			APPROVED BY RISK MANAGEMENT			GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC			BY			PRODUCTS - COMP/OP AGG	$
	☐ OTHER:			DATE 6/30/2023				$
	AUTOMOBILE LIABILITY			WAIVER N/A___YES___			COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 034274994 FL	07/01/2023	07/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Miami Dade Pump & Supply Company paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Miami Dade Pump & Supply Company is an alternate employer under this policy.

CERTIFICATE HOLDER

MONROE COUNTY BOCC
1100 SIMONTON STREET
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Butler, Buckley, Deets, Inc.
6505 Blue Lagoon Drive
Suite 250
Miami FL 33126

CONTACT NAME: STEPHEN M. DENKERT
PHONE (A/C, No, Ext): 17862161778 **FAX (A/C, No):** 305-262-0187
E-MAIL ADDRESS: MARIANA@BBDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MONROE GUARANTY INS. CO.	32506
INSURER B : National Trust Ins Co	20141
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MIAMDAD-01
MIAMI DADE PUMP & SUPPLY Co.
DBA MIAMI PUMP & SUPPLY
7870 NW 62ND STREET
MIAMI FL 33166-3539

COVERAGES **CERTIFICATE NUMBER:** 1993247357 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		GL100042418-05 APPROVED BY RISK MANAGEMENT BY DATE 6/30/2023 WAIVER N/A___YES___	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			UMB100023933-06	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is indicated as additional insured with respect to General Liability when required by written contract or agreement.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Manny Morin
10651 North Kendall Drive Suite 111
Miami FL 33176

CONTACT NAME: Manny Morin
PHONE (A/C, No, Ext): 305-598-5821 **FAX (A/C, No):**
E-MAIL ADDRESS: manny.morin.lr8t@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MIAMI-DADE PUMP & SUPPLY CO
7870 NW 62ND ST
MIAMI FL 331663539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			APPROVED BY RISK MANAGEMENT BY DATE 2/5/2024 WAIVER N/A___YES___			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	K59 4923-B04-59P	02/04/2024	08/04/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is also additional insured.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Manuel A. Mora

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C8
2023-2064

BULK ITEM: Yes

DEPARTMENT: Fire Rescue

TIME APPROXIMATE:
N/A

STAFF CONTACT: James K. Callahan

AGENDA ITEM WORDING: Issuance (renewal) of a Class A Certificate of Public Convenience and Necessity (COPCN) to Monroe County Fire Rescue for the operation of an ALS transport ambulance service for the period April 1, 2024 through March 31, 2026.

ITEM BACKGROUND:
In February of 2022, a Class A COPCN was renewed for Monroe County Fire Rescue to operate an ALS transport ambulance service in all geographical locations of Monroe County, Florida. In view of the foregoing, Monroe County Fire Rescue is applying to renew this COPCN which would become effective April 1, 2024.

PREVIOUS RELEVANT BOCC ACTION:
On February 16, 2022 the MCBOCC approved the issuance (renewal) of a Class A COPCN to Monroe County Fire Rescue for the operation of an ALS transport ambulance service for the period April 1, 2022 through March 31, 2024.

On May 20, 2020 the MCBOCC approved the issuance (renewal) of a Class A COPCN to Monroe County Fire Rescue for the operation of an ALS transport ambulance service for the period April 1, 2020 through March 31, 2022.

On February 21, 2018 the MCBOCC approved the issuance (renewal) of a Class A COPCN to Monroe County Fire Rescue for the operation of an ALS transport ambulance service for the period April 1, 2018 through March 31, 2020.

On February 10, 2016 the MCBOCC approved the issuance (renewal) of a Class A COPCN to Monroe County Fire Rescue for the operation of an ALS transport ambulance service for the period April 1, 2016 through March 31, 2018.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCFR COPCN Application Class A 2024-2026.pdf
MCFR_Class_A_COPCN_Renewal_2024-2026.pdf

FINANCIAL IMPACT:
Effective Date: 04/01/2024
Expiration Date: 03/31/2026
Total Dollar Value of Contract: N/A
Total Cost to County: N/A
Current Year Portion: N/A
Budgeted: N/A
Source of Funds: N/A
CPI: N/A
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: N/A
Revenue Producing: N/A If yes, amount: N/A
Grant: N/A
County Match: N/A
Insurance Required: N/A

MONROE COUNTY, FLORIDA
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)
CLASS A EMERGENCY MEDICAL SERVICE

(PRINT OR TYPE)

☐ **INITIAL APPLICATION - $950.00** ■ **RENEWAL APPLICATION - $475.00**

IF RENEWAL, PLEASE LIST NUMBER OF PREVIOUS CERTIFICATE: # 22-01

1. **NAME OF SERVICE** Monroe County Fire Rescue

BUSINESS MAILING ADDRESS 490 63rd Street, Marathon, FL 33050

BUSINESS PHONE NUMBER 305-289-6004 **EMERGENCY PHONE NUMBER** 9-1-1

2. **TYPE OF OWNERSHIP (i.e., Sole Proprietor, Partnership, Corporation, etc.)** Government Agency

DATE OF INCORPORATION OR FORMATION OF THE BUSINESS ASSOCIATION N/A

3. **LIST ALL OFFICERS, DIRECTORS, AND SHAREHOLDERS (Use separate sheet if necessary):**

NAME	AGE	ADDRESS	TELEPHONE #	POSITION/TITLE
Holly Merrill Raschein		102050 Overseas Highway, Key Largo, FL 33037	305-453-8787	Mayor
James K. Scholl		530 Whitehead Street, Key West, FL 33040	305-292-3430	Mayor Pro Tem
Craig Cates		500 Whitehead Street, Key West, FL 33040	305-292-3440	Commissioner
Michelle Coldiron		243 Key Deer Blvd., Big Pine Key, FL 33043	305-292-4512	Commissioner
David Rice		9400 Overseas Highway, Marathon, FL 33050	305-289-6000	Commissioner

4. **LEVEL OF CARE TO BE PROVIDED:** ☐ **BLS *or*** ■ **ALS**

IF ALS: ■ **TRANSPORT *or*** ☐ **NON TRANSPORT**

5. **DESCRIBE THE ZONES(S) THAT YOUR SERVICE DESIRES TO SERVE (Use separate sheet if necessary):**

Generally from the west end of Cow Key Channel, to the west end of Seven Mile Bridge; from the west end of the Tom's Harbor Bridge (approximately MM60) to the west end of Channel 2 Bridge and the City of Layton; and from the west end of Tavernier Creek Bridge to South Bay Harbor Drive & Lobster Lane, or as otherwise directed by Monroe County Central Dispatch.

6. **LIST THE ADDRESS AND/OR DESCRIBE THE LOCATION OF YOUR BASE STATION AND ALL SUB-STATIONS (Use separate sheet if necessary):**

BASE STATION Headquarters- 490 63rd Street, Marathon, FL 33050

SUB-STATION See Attached.

7. **DESCRIBE YOUR COMMUNICATION SYSTEM (Attach copy of all FCC licenses):**

FREQUENCIES	CALL NUMBERS	# OF MOBILES	# OF PORTABLES
State approved 800 MHz Radios			
Cellular Telephone	305-797-1136		
Hard Line Telephone	305-289-6004		

8. **LIST THE NAMES AND ADDRESSES OF THREE (3) U.S. CITIZENS WHO WILL ACT AS REFERENCES FOR YOUR SERVICE:**

NAME	ADDRESS
Dr. Sandra Schwemmer, Medical Director	160 Key Heights Drive, Tavernier, FL 33070
James K. Callahan, Fire Chief	490 63rd Street, Marathon, FL 33050
Roman Gastesi, County Administrator	1100 Simonton Street, Key West, FL 33040

9. **ATTACH A SCHEDULE OF RATES WHICH YOUR SERVICE WILL CHARGE DURING THE COPCN PERIOD.**

10. **PROVIDE VERIFICATION OF ADEQUATE INSURANCE COVERAGE DURING THE COPCN PERIOD.**

11. **ATTACH A COPY OF YOUR SERVICE'S CONTRACT WITH A MEDICAL DIRECTOR.**

12. **ATTACH A COPY OF ALL STANDING ORDERS AS ISSUED BY YOUR MEDICAL DIRECTOR.**

13. **ATTACH A CHECK OR MONEY ORDER IN THE APPROPRIATE AMOUNT, MADE PAYABLE TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS.**

I, THE UNDERSIGNED REPRESENTATIVE OF THE ABOVE NAMED SERVICE, DO HEREBY ATTEST MY SERVICE MEETS ALL OF THE REQUIREMENTS FOR OPERATION OF AN EMERGENCY MEDICAL SERVICE IN MONROE COUNTY AND THE STATE OF FLORIDA. I FURTHER ATTEST THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.

James K. Callahan

SIGNATURE OF APPLICANT / AUTHORIZED REPRESENTATIVE

NOTARY SEAL

CHERI A. TAMBORSKI
Notary Public - State of Florida
Commission # GG 973767
My Comm. Expires Mar 26, 2024
Bonded through National Notary Assn.

Cheri A. Tamborski

NOTARY SIGNATURE

1/22/2024

DATE

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050
Phone (305) 289-6004

6. List the address and/or describe the location of your base station and all substations (attach separate sheet if necessary).

Base Station:
490 63rd Street, Marathon, FL 33050

Sub Stations:
KWIA Station 7- 3491 S. Roosevelt Blvd Key West, FL 33040 (no ALS)
Stock Island Station 8- 5655 MacDonald Ave. Key West, FL 33040
Big Coppitt Station 9- 28 Emerald Dr Key West, FL 33040
Sugarloaf Station 10- 17175 Overseas Highway Sugarloaf Key, FL 33042
Cudjoe Station 11- 22352 Overseas Highway Cudjoe Key, FL 33042
Big Pine Key Station 13- 400 Key Deer Blvd. Big Pine Key, FL 33043
Aviation Station 16 (Air Ambulance)- 10100 Overseas Highway, Marathon FL 33050
Conch Key Station 17- 10 s. Conch Ave, Conch Key, FL 33050
Layton Station 18- 68260 Overseas Highway Layton, FL 33001
Tavernier Station 22 - 151 Marine Ave Tavernier, FL 33070

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050
Phone (305) 289-6004

9. Attach a schedule of rates which your service will charge during the COPCN period.

Monroe County Fire Rescue Ambulance Rates			
BLS	**ALS1**	**ALS2**	**GROUND MILEAGE**
A0429	A0427	A0433	A0425
$600	$750	$1,050	$14.50

PERSONNEL – PARAMEDICS

NAME First, Middle, Last	SOCIAL SECURITY#	PARAMEDIC CERTIFICATION #	CERTIFICATION EXPIRATION DATE
See Attached		On File in MCFR	All Expire 12/1/2024

PERSONNEL – EMERGENCY MEDICAL TECHNICIANS

NAME First, Middle, Last	SOCIAL SECURITY#	EMT CERTIFICATION #	CERTIFICATION EXPIRATION DATE
See Attached		On File in MCFR	All Expire 12/1/2024

PERSONNEL DRIVERS

NAME First, Middle, Last	SOCIAL SECURITY #	DATE OF BIRTH	DRIVER LICENSE #	STATE OF ISSUANCE	EXPIRATION DATE
ALL MCFR EMTs and Paramedics			In Personnel Files & Recorded In TeleStaff	All Florida	Recorded in TeleStaff

I DO HEREBY ATTEST, TO THE BEST OF MY KNOWLEDGE, THAT ALL OF THE ABOVE NAMED DRIVERS DO MEET ALL OF THE REQUIREMENTS OF CHAPTER 401.281 F.S. AND CHAPTER 64E-2.012 FAC FOR AMBULANCE DRIVERS.

NOTARY SEAL

CHERI A. TAMBORSKI
Notary Public - State of Florida
Commission # GG 973767
My Comm. Expires Mar 26, 2024
Bonded through National Notary Assn.

NOTARY SIGNATURE

Last Name	Rank	City	Zip Code
Alonso, Luis	FF-EMT	Pembroke Pines	33029
Amezaga, Alejandro	FF-EMT	Pembroke Pines	33028
Andalia, Alexander	FF-EMT	Homestead	33031
Anderson, Morgan	FF-EMT	Tavernier	33070
Araque, Eliseo	FF-PM	Key West	33040
Araque, Porfirio	Lieutenant	Key West	33040
Aulet Jr, Arturo	Lieutenant	Tavernier	33070
Baguer, Alex	FF-PM	Miami	33186
Baird, Bradley	FF-EMT	Tavernier	33070
Baird, Jonathan	FF-EMT	Big Pine Key	33043
Barbee, Jamie	FF-PM	Key West	33040
Batchelor, Adam	FF-PM	Homestead	33031
Baylis, Christopher	FF-PM	Miami	33176
Bejerano, Diego	FF-EMT	Marathon	33050
Bentley, Alvin	Division Chief	Key West	33040
Bernard, Michael	Lieutenant	Homestead	33031
Bertini, Brandon	Lieutenant	Key West	33040
Bland, Michael	FF-EMT	Key West	33040
Bohl, Andrew	FF-EMT	Key Largo	33037
Brack, Jennifer	Lieutenant	Tavernier	33070
Cabrera, Nelson	Lieutenant	Miami	33155
Callahan, James	Fire Chief	Summerland Key	33042
Callahan, Samuel	FF-EMT	Key West	33040
Cane, Cassaundra	Captain	Key Largo	33037
Carmichael, Joshua	FF-PM	Summerland Key	33042
Carson, James	Lieutenant	Key Largo	33037
Castro, Andre	FF-PM	Miami	33174
Chang-del Cueto, Angel	FF-EMT	Key Colony Beach	33051
Chavez, Matthew	FF-EMT	Tavernier	33070
Clavelo Garcia, Victor	FF-PM	Miami	33177
Colina, Brandon	FF-EMT	Summerland Key	33042
Colina, RL	Deputy Chief	Sugarloaf Key	33042
Cossio, Kevin	FF-EMT	Miami	33186
Costa, Roberto	FF-EMT	Miami	33177
Cowart, Cameron	Lieutenant	Tavernier	33070
Devitt, Ryan	Captain	Marathon	33050
Dewhirst, Jordan	FF-EMT	Key Colony Beach	33051
Duran, Fernando	Captain	Miami	33176
Duran, Jordan	FF-EMT	Big Pine Key	33043
Echo, Krysten	FF-EMT	Key Largo	33037
Eitel, Joshua	Lieutenant	Little Torch	33042
Eriksen, Erik	FF-EMT	Tavernier	33070
Farfan, Sam	FF-EMT	Tavernier	33070
Fernandez, Cesar	FF-EMT	Key West	33040
Findlay, James	FF-EMT	Cutler Ridge	33189
Foster, Kaitlyn	Lieutenant	Marathon	33050

Fox, Desmond	FF-EMT	Islamorada	33036
Frystacky, Honzik	FF-EMT	Key West	33040
Garcia, Dayron	FF-EMT	Miami	33156
Garcia, Luis	FF-PM	Miami	33173
Gonzalez, Frank	Lieutenant	Miami	33194
Gonzalez, Lisandro	FF-EMT	Hialeah	33012
Gonzalez, Luis	FF-EMT	Miami	33176
Gonzalez, Randy	FF-PM	Homestead	33033
Gonzalez, Samuel	FF-EMT	Marathon	33050
Guardado, Luis	FF-EMT	Miami	33196
Guieb Jr, John	FF-PM	Key West	33040
Gutierrez, Gregory	FF-PM	Cutler Bay	33189
Hackworth, Jeremy	FF-EMT	Key West	33040
Ham, Pedro	Lieutenant	Homestead	33032
Hamburger, John	Lieutenant	Miami	33186
Hannert, David	Lieutenant	Key West	33040
Hatcher, Troy	FF-PM	Summerland Key	33042
Hemeyer, Mark	Battalion Chief	Tavernier	33070
Hernandez Lopez	FF-PM	Homestead	33030
Hernandez, Joseph	FF-EMT	Miami	33186
Hill, Matthew	FF-PM	Tavernier	33070
Hodek Jr, Oliver	FF-EMT	Key West	33040
Horachek, Robert	FF-PM	Marathon	33050
Hubman, Jesse	Lieutenant	Homestead	33030
Hunter, Rion	FF-EMT	Key Largo	33037
Iser, David	FF-EMT	Islamorada	33036
Jachelski, Micheal	Lieutenant	Summerland Key	33042
Jacoby, Elizabeth	FF-PM	Marathon	33050
Johnson, Jaedon	FF-EMT	Miami	33187
Johnson, Ryan	Battalion Chief	Key West	33040
Juiz, Candice	FF-PM	Homestead	33031
Kyburz, Patrick	Lieutenant	Tavernier	33070
Lascano, Christian	FF-PM	Miami	33193
Leon, Manny	Lieutenant	Homestead	33033
Lopez, Ariel	FF-EMT	Miramar	33027
Lopez, Cesar	FF-PM	Hialeah	33015
Lopez, Eric	FF-EMT	Maimi	33165
Lopez, Joel	FF-PM	Miami	33185
Lopez, Michael	FF-PM	Miami	33189
Lucio, Alejandro	Captain	Homestead	33033
Machado, Jorge	Captain	Miami	33170
Macias Ricard	FF-PM	Miami	33157
Manash, Michael	FF-EMT	Miami	33176
Marston, Craig	Division Chief	Key West	33040
Martin, Craig	Lieutenant	Virginia Gardens	33166
Martin, Michael	FF-PM	Miami	33186
Mather, Charles	Battalion Chief	Tavernier	33070

McCoy, Patrick	FF-PM	Homestead	33033
Meneses, Alfred	FF-PM	Islamorada	3333
Millan, David	Lieutenant	Miami	33186
Miller, Nicholas	FF-EMT	Homestead	33033
Miranda, Jesus	FF-PM	Homestead	33033
Mock, Gavin	FF-PM	Key West	33040
Montes, Alfredo	FF-PM	Homestead	33032
Moreno, Alexandra	FF-EMT	Key Largo	33037
Morris, Bradley	Battalion Chief	Cudjoe Key	33042
Muina, Stephanie	FF-EMT	Long Key	33001
Muller, Zachary	FF-PM	Miami	33176
Nava Orosco, Carlos	FF-EMT	Tavernier	33070
Neyra, Nick	Lieutenant	Miami	33032
Nieves, Aaron	FF-PM	Homestead	33032
O'Connor, Sean	FF-EMT	Key Largo	33037
O'Donnell, Matthew	FF-PM	Key West	33040
Ondarza, Kyle	FF-PM	Miami	33184
Parra, Adrian	FF-PM	Miami	33157
Perez, Antonio	Lieutenant	Miami	33177
Perez, Harold	FF-EMT	Miami	33185
Placido, Lee	Lieutenant	Miami	33177
Ptomey, Luke	FF-EMT	Tavernier	33070
Rangel, Lazaro	FF-PM	Key Largo	33037
Reategui, Luigi	FF-EMT	Hialeah Gardens	33018
Reyes, Alexis	FF-EMT	Key Largo	33037
Ribot, Dany	Captain	Miami	33187
Rivero, Joaquin	FF-EMT	Key West	33040
Roman, Nicholas	FF-PM	Hialeah	33015
Ruiz, Mia	FF-EMT	Tavernier	33070
Ruiz, Robert	FF-PM	Miami	33185
Saez, Adrian	Captain	Miami	33183
Sanchez Jr, Sergio	FF-PM	Miami	33165
Sebben, David	Captain	Tavernier	33070
Seco, Samantha	FF-PM	Islamorada	33036
Sellers, Eric	ARFF CPT	Key West	33040
Serrano, Mark	FF-PM	Homestead	33033
Shapiro, Jared	FF-PM	Plantation	33324
Simancas, Xavier	FF-PM	Miramar	33027
Sirven, Michael	FF-EMT	Miami	33189
Sotolongo, Alyssandra	FF-EMT	Key Largo	33037
Sparber, Aaron	FF-PM	Marathon	33050
Suarez, Damian	FF-EMT	Miami	33186
Summers, Michael	FF-PM	Hollywood	33024
Taylor, Austin	FF-EMT	Miami	33177
Tellez, Sergio	FF-PM	Key West	33040
Thompson, Andrea	Division Chief	Marathon	33050
Turner, Alberto	FF-EMT	Islamorada	33036

Vandervoort, Richard	Captain	Marathon	33050
Vargas, Ignacio	FF-PM	Homestead	33033
Vazquez, Alejandro	FF-EMT	Miami	33155
Vignati, Colloggero	FF-EMT	Miami	33177
Werner, Jake	FF-PM	Key Largo	33037
Wheaton, Bryce	FF-EMT	Tavernier	33070
Wright, William	FF-PM	Miami	33144
Yuque, William	FF-EMT	Hialeah	33015
Zlockie, Robert	FF-EMT	Tavernier	33070

VEHICLES

For Each Ambulance Operated By Your Service, Please Provide the Following Information (Use Separate Sheet If Necessary)

AMBULANCE TYPE	MODEL	YEAR	MILEAGE	CHASSIS #	LICENSE TAG NUMBER	HRS VEHICLE PERMIT #	SPECIFY ALS or BLS	SPECIFY TRANSPORT or NON TRANSPORT
See Attached								

Vehicle Info - Type/Year/Make/Model/VIN

Unit Number	Permit #	Air	ALS T	ALS N	BLS	Year	Make	Model	VIN
Trauma Star 1 (RR)	1844	X				2002	Sikorsky	S76C+	N911RR
Trauma Star 2 (LK)	1876	X				2002	Sikorsky	S76C+	N911LK
Trauma Star 3 (FK)	1975	X				2001	Sikorsky	S76C	N911FK
Rescue CID 6507	15032		X			2007	International	4300	3HTMNAAM68N698467
Engine CID 6939	16191			X		2010	Ferrara	Intruder	44KFT4288AWZ21905
Engine CID 6277	18098			X		2007	Pierce	Pumper	41PCEO1A47A007888
Rescue CID 8264	18604		X			2014	Ford	F550	1FDUF5GT2EEA27753
Rescue CID 8265	18605		X			2014	Ford	F550	1FDUF5GT7FFA16801
Engine CID 4697	19507			X		2005	Pierce	Enforcer	4P1CS01A65A005307
Rescue CID 8540	19511		X			2015	Ford	F550	1FDUF5GT8FEC84059
Engine CID 8634	19732			X		2016	Pierce Saber	Pumper	4P1BAAFF6GA016108
Engine CID 8635	19733			X		2016	Pierce Pumper	Enforcer	4P1BAAFF8GA016109
Rescue CID 5671	19808		X			2005	Ford	F450	1FDXF46P86EB47344
Rescue CID 8906	20339		X			2002	International	4400 SBA LP 4x2 430	1HTMRADL13H574116
Ladder 18 CID 6283	20716			X		2007	Pierce	Ladder	4P1CD01H47A007860
Rescue CID 9549	21740		X			2017	Ford/AEV	F550	1FDUF5GTXHEE87327
Engine CID 9602	21748			X		2019	Pierce	Saber Pumper	4PIBAAFF5KB019505
Ladder 11 CID 9821	22063			X		2019	Pierce	Enforcer Aerial Truck	4P1BCAFF9KA020057
Rescue CID 9839	22180			X		2012	International	4000/4300LP	1HTMYSKL0CH557187
Rescue CID 9971	22419		X			2013	International	4300 Horton Ambulance	1HTMYSKL0DH403449
Rescue CID 10078	22594		X			2010	International	4300 Horton Ambulance	1HTMYSKM4AH27378
Engine CID 4999	22718			X		2005	Pierce	Contender	4P1CC01M05A004855
Rescue CID 10831	23873		X			2020	Ford	F550	1FDUF5GTOLDA07052
Saber CID 10873	24029			X		2021	Pierce	Saber Pumper	4P1BAAFF0MB023464
ARFF CID 11039	24198			X		2021	Ford	F450	1FD0W4HN2MED53382
Sprinter CID 11384	24199			X		2021	Mercedes	Sprinter	W1W4EBHY3MT080976

CERTIFICATE OF COVERAGE

Certificate Holder

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS
1111 12TH STREET, SUITE 408
KEY WEST, FL 33040

Administrator Issue Date 10/17/23

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0386	**COVERAGE PERIOD:** FROM 10/1/23	**COVERAGE PERIOD:** TO 10/1/24 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [ ] All owned Autos (Private Passenger)
- [ ] All owned Autos (Other than Private Passenger)
- [ ] Hired Autos
- [ ] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [ ] **Buildings**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] **Personal Property**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] Agreed Amount
- [ ] Deductible N/A
- [ ] Coinsurance N/A
- [ ] Blanket
- [ ] Specific
- [ ] Replacement Cost
- [ ] Actual Cash Value
- [ ] **Miscellaneous**
  - [ ] Inland Marine
  - [ ] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [X] Statutory Workers' Compensation
- [X] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [X] $500,000 Self Insured Retention

Automobile/Equipment - Deductible

[X] Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — NA - Miscellaneous Equipment

Other

The limit of liability is $5,000,000 (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of $200,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Evidence of Insurance

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

Designated Member

Monroe County Board of County Commissioners
1111 12th Street Suite 408
Key West FL 33040

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE

Certificate Holder

MONROE COUNTY FIRE RESCUE
490 63RD STREET
MARATHON, FL 33050

Administrator Issue Date 10/17/23

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0386	**COVERAGE PERIOD:** FROM 10/1/23	**COVERAGE PERIOD:** TO 10/1/24 12:01 AM STANDARD TIME

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- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [ ] **Buildings**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] **Personal Property**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] Agreed Amount
- [ ] Deductible N/A
- [ ] Coinsurance N/A
- [ ] Blanket
- [ ] Specific
- [ ] Replacement Cost
- [ ] Actual Cash Value
- [ ] **Miscellaneous**
  - [ ] Inland Marine
  - [ ] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [X] Statutory Workers' Compensation
- [X] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [X] $500,000 Self Insured Retention

Automobile/Equipment - Deductible

[X] Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — NA - Miscellaneous Equipment

Other

The limit of liability is $5,000,000 (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of $200,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Fire Station 7, KWIA; Fire Station 8, Stock Island; Fire Station 9, Big Coppitt, Fire Station 10, Surgarloaf; Fire Station 11, Cudjoe, Fire Station 13, Big Pine; Fire Station 17, Conch Key; Fire Station 18, Layton; Fire Station 22, Tavernier

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

Designated Member

Monroe County Board of County Commissioners
1111 12th Street Suite 408
Key West FL 33040

Cancellations

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AUTHORIZED REPRESENTATIVE

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: October 5, 2023

TO: Cheri Tamborski
Emergency Services

Mayor Bruce Halle
Fire & Ambulance District 1 Board of Governors

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 20, 2023 BOCC Meeting

The following item has been executed and added to the record:

C30/H2 1st Addendum to the Agreement with Professional Emergency Services, Inc. for a Medical Director, for a one-year contract extension with a five percent increase from $55,000.00 to $57,750.00 for air ambulance medical direction and an increase from $58,000.00 to $60,900.00 for ground ambulance medical direction for a total contract amount of $118,650.00.

Should you have any questions, please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

FIRST ADDENDUM TO AGREEMENT BETWEEN THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS; THE BOARD OF GOVERNORS OF MONROE COUNTY FIRE & AMBULANCE DISTRICT 1, AND PROFESSIONAL EMERGENCY SERVICES, INC. FOR MEDICAL DIRECTION FOR MONROE COUNTY FIRE RESCUE

THIS FIRST ADDENDUM TO AGREEMENT ("Addendum") is entered into upon the date below written by and between Monroe County, Florida, acting through its Board of County Commissioners ("BOCC"), a political subdivision of the State of Florida, whose main business address is 1100 Simonton Street, Key West, Florida 33040; the Board of Governors of Monroe County Fire & Ambulance District 1 (collectively "County") and Professional Emergency Services, Inc. ("Contractor").

WHEREAS, the County entered into a Professional Services Agreement ("Agreement") with Professional Emergency Services, Inc. on September 15, 2021 for a period beginning October 1, 2021 and continuing through September 30, 2023 ("Initial Term") to provide professional Medical Director services to Monroe County Fire Rescue; and

WHEREAS, the Agreement allows the parties to extend the employment term; and

WHEREAS, the Contractor has satisfactorily performed her duties therefore the parties desire to update several terms and extend the term of the contract for a period of one year, becoming effective on October 1, 2023 and terminating September 30, 2024; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Contractor mutually agree as follows:

1. Paragraph 1 of the Agreement is amended to read as follows: This Contract shall become effective on October 1, 2023, and shall run through September 30, 2024 ("Initial Term"), and shall be renewable thereafter at the option of County for four additional one-year periods. Upon expiration of the Initial Term, County may renew the contract for up to four additional one-year periods at an increase in the compensation rate of up to five percent (5%), for each air and ground, at the discretion of the Fire Chief, over the prior Initial Term, unless otherwise agreed by the parties.

2. Paragraph 2.1 of the Agreement is amended to read as follows to reflect a 5% pay increase for the 2023-2024 term: In return for performance of the duties set forth in the Agreement, including but not limited to specific duties assigned by MCFR from time to time, Contractor shall be paid at a rate of $60,900 annually to provide ground ambulance medical direction. Payments shall be made monthly in arrears by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by Medical Director.
3. Paragraph 2.2 of the Agreement is amended to read as follows to reflect a 5% pay increase for the 2023-2024 term: In return for performance of the duties set forth in the Agreement, including but not limited to specific duties assigned by MCFR from time to time, Contractor shall be paid at a rate of $57,750 annually to provide air ambulance medical direction. Payments shall be made monthly in arrears by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by Medical Director. Note: This payment is contingent upon County's decision to continue to operate air ambulance services under its ALS license, and if, for any reason, County decides not to continue to operate air ambulance EMS services under its ALS license, then Medical Director shall have no responsibility to serve as Medical Director for the air ambulance service and County shall have no liability for this portion of Medical Director's compensation.

All other terms and conditions of the Initial Agreement dated September 15, 2021, not inconsistent herewith, shall remain in full force and effect.

(signatures on next page)

IN WITNESS WHEREOF, the parties have set their hands and seals, in the County of Monroe, Florida this 20th day of September, 2023.

MONROE COUNTY FIRE RESCUE

By: _____
James Callahan, Fire Chief

WITNESS:

By: _____

PROFESSIONAL EMERGENCY SERVICES, INC.

By: _____
Professional Emergency Services, Inc;
Dr. Sandra Schwemmer

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

MONROE COUNTY ATTORNEY
Approved as to form and content:

By: _____
Assistant County Attorney

BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1 OF MONROE COUNTY, FLORIDA

By: _____
Mayor / Chairperson

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
Date: 8.31.23

FILED FOR RECORD
2023 OCT -5 PM 12:09
CLK. CIR. CT.
MONROE COUNTY, FLA.

August 28, 2023

To Whom It May Concern:

Professional Emergency Services, Inc. is not required to purchase Worker's Compensation Insurance per FL Statutes (less than 4 employees).

Professional Emergency Services Inc. does not have commercial vehicles and does not carry general liability insurance.

Please contact me should you have any questions.

Sincerely,

Sandra Schwemmer, D.O., FACOEP-D, FACEP, FAAOE, HCRM
President,
Professional Emergency Services, Inc.

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Professional Emergency Services

Project or Service:

Contractor/Vendor Address & Phone #: Dr. Schwemmer-Medical Director

General Scope of Work: Medical Director

Reason for Waiver or Modification: Waive Additional Insured on Auto Liabililty—Dr. Schwemmer, Prefessional Emergency Services, does not own any commercial vehicles

Policies Waiver or Modification will apply to: Auto Liability

Signature of Contractor/Vendor:

Date: 8/30/23 Approved _____ Not Approved _____

Risk Management Signature:

Date: 8/30/2023

County Administrator appeal:

Approved: X Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: September 22, 2021

TO: Cheri Tamborski
Fire Rescue

FROM: Sally M. Abrams, D.C.

SUBJECT: September 15th BOCC Meeting

Attached is an electronic copy of Item C8, a two (2) year contract with **Professional Emergency Services**, Inc., for a Medical Director of Monroe County Fire Rescue with an increase from $54,000 to $55,000 per year for air ambulance medical direction, the same annual cost of $58,000 for ground ambulance medical direction and the option to renew for two (2) additional 2-year periods at an increase in cost of up to five percent (5%). This contract is pursuant to the exemption from the competitive bidding process for professional services under Chapter 4 of the purchasing policies and procedures.

Should you have any questions, please feel free to contact me at ext. 3550. Thank you.

cc: County Attorney
Finance
File

CONTRACT BETWEEN
THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1
AND
PROFESSIONAL EMERGENCY SERVICES, INC.
FOR MEDICAL DIRECTION FOR MONROE COUNTY FIRE RESCUE

THIS CONTRACT is made and entered into this 15th day of September 2021, by and between the Board of County Commissioners, The Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter collectively referred to as the "COUNTY," and Professional Emergency Services, Inc., hereinafter referred to as "MEDICAL DIRECTOR".

WITNESSETH:

WHEREAS, COUNTY provides fire and/or emergency medical services pursuant to Chapter 401, F.S. and Chapter 64J-1, FAC; and

WHEREAS, COUNTY is required to employ or contract with a MEDICAL DIRECTOR who shall be a Florida licensed physician, Board Certified in Emergency Medicine with added qualification in Emergency Medical Services (EMS) and pre-hospital care experience, or a business entity that employs or contracts with similarly qualified physicians; and

WHEREAS, COUNTY has determined it to be in the best interests of the residents of and visitors to Monroe County to contract with MEDICAL DIRECTOR for the purpose of providing direction to the Fire and Emergency Medical Services; and

WHEREAS, MEDICAL DIRECTOR desires to provide professional services according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual understandings and Contracts set forth herein, COUNTY and MEDICAL DIRECTOR agree as follows:

1. Term
This Contract shall become effective on October 1, 2021, and shall run through September 30, 2023 (Initial Term), and shall be renewable thereafter at the option of COUNTY for two additional two (2)-year periods.

Upon expiration of the Initial Term, COUNTY may renew the contract for up to two additional two (2)-year periods at an increase in the compensation rate of up to five percent (5%) over the prior Initial Term, unless otherwise agreed by the parties.

2. Compensation
2.1 Ground Ambulance

MEDICAL DIRECTOR shall be paid at a rate of $58,000.00 annually to provide ground ambulance medical direction. Payments shall be made monthly in arrears by COUNTY pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by MEDICAL DIRECTOR.

2.2 Air Ambulance
MEDICAL DIRECTOR shall be paid at a rate of $55,000.00 annually to provide air ambulance medical direction. Payments shall be made monthly in arrears by COUNTY pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice by MEDICAL DIRECTOR. Note: This payment is contingent upon COUNTY's decision to continue to operate air ambulance services under its ALS license, and if, for any reason, COUNTY decides not to continue to operate air ambulance EMS service under its ALS license, then MEDICAL DIRECTOR shall have no responsibility to serve as MEDICAL DIRECTOR for the air ambulance service and COUNTY shall have no liability for this portion of MEDICAL DIRECTOR's compensation.

2.3
Physician "peer to peer" services for collection of denied medical claims will be paid, subject to administrative review, at a rate of $250.00/hour in order to collect funds that would otherwise be unpaid.

2.4
COUNTY will reimburse MEDICAL DIRECTOR for any direct expenses associated with meetings required by COUNTY or Monroe County Sheriff's Office. For the purpose of this paragraph, the term "direct expenses" means per diem or subsistence allowances, transportation costs or mileage allowances, and miscellaneous travel expenses, as those terms are defined by Section 112.061, Florida Statutes. All compensation shall be according to County Ordinance and State law.

2.5
a. MEDICAL DIRECTOR will be provided a county phone and any other equipment required as approved by the Chief of Fire Rescue.
b. COUNTY will reimburse MEDICAL DIRECTOR for the yearly application fee required for renewal of the County's Drug Enforcement Administration (DEA) certificate, if the MEDICAL DIRECTOR has paid the application fee in advance on behalf of the COUNTY.

2.6
Invoices received from MEDICAL DIRECTOR shall be reviewed and approved by COUNTY Fire Chief or his designee, indicating that services have been rendered in conformity with the Contract, and then will be sent to the Finance Department for payment.

2.7
In order for both parties to close their books and records, MEDICAL DIRECTOR must clearly state "FINAL INVOICE" on MEDICAL DIRECTOR's final and last billing to COUNTY. This certifies that all services have been properly performed and all charges and costs have been

invoiced to Monroe COUNTY. Since this account will thereupon be closed, any and other future charges if not properly included in this final invoice are waived by MEDICAL DIRECTOR.

2.8
Nothing in this Contract prohibits MEDICAL DIRECTOR from billing any third party for medical services rendered outside the scope of this Contract that may arise during or after the term of this Contract.

3. Purpose
The purpose of this Contract is to assure compliance of COUNTY in Medical Direction of Monroe County Fire Rescue in accordance with the provisions of F.S., Chapter 401, and FAC Chapter 64J-1.004.

4. Duties and Responsibilities.
4.1
MEDICAL DIRECTOR shall be responsible to Monroe County Fire Rescue and report directly to the Fire Chief, and/or his/her designee.

4.2
MEDICAL DIRECTOR shall adhere to the responsibilities as set forth in Chapter 401, F.S., and Rule 64J-1.004, FAC; the applicable rules of any government agency implementing said chapter; and any duties upon written notice from the Florida Department of Health that such additional duties are required of MEDICAL DIRECTOR. These include supervising and accepting responsibility for the medical performance of all certified/license response personnel functioning within the scope of their official duties while on duty with Monroe County Fire Rescue (MCFR), including, but not limited to, members of volunteer fire department under contract with COUNTY and/or Monroe County Fire and Ambulance District 1. While these duties will typically occur within the geographical borders of unincorporated Monroe County and the City of Layton, they also include duties performed at the Key West International Airport, during mutual performed during mutual aid to requesting municipalities outside those geographical borders and while transporting patient to out of county medical facilities. For the purpose of this Contract, Dr. Sandra Schwemmer is the individual who meets the licensing and registration requirements of Chapter 401, F.S. and FAC Chapter 64J-1.004.

4.3
MEDICAL DIRECTOR shall be knowledgeable with the standards set by National Fire Protection Association, and in particular, Standard1582: Standard on Comprehensive Occupational Medical Program for Fire Departments.

4.4 Standards of Care
MEDICAL DIRECTOR shall establish and maintain standards of care for EMS providers.

4.4.1
MEDICAL DIRECTOR shall gather agency input in the review and development of standards of care on an annual basis and establish and revise agency performance standards as necessary.

4.4.2
Develop pre-hospital practice parameters for Fire Rescue Personnel of all levels. The parameters shall be developed with consideration to budgetary and staffing limitations and the fiscal impact on MCFR and the citizens of Monroe County.

4.5 Patient Advocate
MEDICAL DIRECTOR shall be a patient advocate in the fire rescue system and shall ensure that all aspects of the EMS systems are developed to place the needs of the patient first.

4.6 Protocols and Standing Orders.
4.6.1
MEDICAL DIRECTOR shall develop, revise, implement, and maintain basic and advanced life support protocols and standing orders under which MCFR personnel will function under medical control.

4.6.2
MEDICAL DIRECTOR shall review and revise existing protocols and standing orders to ensure that they meet nationally accepted standards of practice for use by all system providers, which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician, or when any delay in patient care would threaten the life or health of the patient. These standards include, but are not limited to, Advanced Cardiac Life Support (ACLS), Basic Trauma Life Support (BTLS), and Pediatric Advanced Life Support (PALS). In addition to medical treatment, protocols shall address determination of patient destination.

4.6.3
MCFR shall publish and distribute, at its own cost, all protocols and standing orders. The protocols and standing orders shall be published in a form consistent with agency Standard Operating Procedures. Copies of the protocols and standing orders will be maintained on all MCFR ambulances (air and ground) and ALS engines, and will be distributed to certified/licensed response personnel. Personnel copies may be provided electronically. MCFR shall obtain and retain a receipt from each personnel member verifying receipt of the protocols and any changes. These receipts may be electronic, and shall state clearly that each person is individually accountable and obligated to follow all rules, regulations and protocols. All protocols and standing orders shall become public domain upon implementation.

4.6.4
MEDICAL DIRECTOR shall develop, review, and revise, when necessary, Trauma Transport Protocols (TTP) for submission to the Florida Department of Health, Bureau of Emergency Medical Services for approval in accordance with Rule 64J-2, FAC.

4.6.5
MEDICAL DIRECTOR shall develop enhanced protocols for specialty procedures or services including but not limited to aeromedical (Trauma Star) transport.

4.6.6
MEDICAL DIRECTOR shall conduct an on-going review of all protocols and standing orders as may be necessary to ensure reliable service delivery, appropriate patient care, and the maintenance

of the current standard of care. This shall include, at a minimum, a comprehensive annual review and written approval of all protocols and standing orders. While conducting the annual review, MEDICAL DIRECTOR shall take into consideration the results of quality assurance reviews, review of current medical literature, and input from MCFR response personnel. Changes shall be developed with consideration to budgetary limitations and the fiscal impact on MCFR and the citizens of Monroe County. The annual review shall be completed, and all proposed changes forwarded to the Fire Chief, prior to the end of each Fiscal Year.

4.6.7
MEDICAL DIRECTOR shall ensure that appropriate training for new protocols and standing orders is conducted prior to implementation; shall ensure compliance with protocols and standing orders by all MCFR personnel; and ensure that additional training is conducted for any identified needs.

4.7 Availability.
MEDICAL DIRECTOR or his/her previously approved designee shall be available twenty-four (24) hours a day, seven (7) days a week for medical direction to MCFR personnel in order to resolve problems, system conflicts, and provide services in an emergency as that term is defined in Section 252.34(3), F.S.

4.8 Trauma Scorecard Methodologies.
MEDICAL DIRECTOR shall ensure that all certified/licensed response personnel are trained in the use of the trauma scorecard methodologies, as provided in Chapter 64J-2.004, FAC, for adult trauma patients and 64J-2.005, FAC, for pediatric trauma patients.

4.9 Aeromedical Operations
4.9.1
MEDICAL DIRECTOR shall participate in Trauma Star safety and quality assurance committees, and shall attend quarterly meetings to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures.

4.9.2
Be knowledgeable with aeromedical requirements of patients and evaluate each patient in person, by telephone, or by delegated written protocol prior to each interfacility transfer flight for the purpose of determining that the aircraft, flight and medical crew, and equipment meet the patient's needs.

4.10 Oversight of Medical Qualifications And Proficiency of MCFR Personnel
4.10.1
MEDICAL DIRECTOR shall ensure initial and continued medical qualifications and proficiency of MCFR personnel.

4.10.2
MEDICAL DIRECTOR shall establish and periodically update the minimum personnel training standards and certification requirements for all MCFR personnel who provide emergency medical

care. Such standards shall include the requirements for orientation and initial training, continuing medical education, standards for professional conduct and evaluation standards and procedures.

4.10.3
MEDICAL DIRECTOR shall ensure that all field personnel meet the initial requirements and continuously comply with established standards to attain and maintain approval to operate within the MCFR system.

4.10.4
MEDICAL DIRECTOR shall establish procedures for issuance, renewal, suspension, and revocation of practice privileges for MCFR personnel in concert with the Fire Chief, to include a process for remediation. The procedures shall contain due process provisions and all such provisions shall be approved, in advance, by the Fire Chief.

4.10.5
MEDICAL DIRECTOR shall provide for direct observation of field level providers while performing their duties that meets or exceeds Section 401.265, F.S., and Rule 64J-1.004, FAC.

4.11 Quality Assurance
4.11.1
MEDICAL DIRECTOR, in coordination with MCFR, shall develop, implement, and maintain an effective patient care Quality Assurance System to assess the medical performance of all certified/licensed MCFR response personnel.

4.11.2
MEDICAL DIRECTOR shall develop, implement, and supervise a formal patient care Quality Assurance System in accordance with Section 401.265(2), F.S. and Rule 64J-1.004, FAC, to include the formation and supervision of a quality assurance committee.

4.11.2.1
The purpose and tone of the quality assurance review process shall be positive and educational; however, MEDICAL DIRECTOR may, at any time and without limitation, conduct a quality assurance review investigation or audit to ensure that MCFR personnel comply with the Protocols and Standard of Care.

4.11.2.2
The method and extent of the investigation employed during any given quality assurance review shall be determined by MEDICAL DIRECTOR in consultation with the Fire Chief. As a result of said investigation, MEDICAL DIRECTOR may require remedial training of MCFR personnel and/or revocation of practice privileges. Remedial training may be conducted by MEDICAL DIRECTOR, MCFR personnel, or other personnel at MEDICAL DIRECTOR's discretion.

4.11.3
MEDICAL DIRECTOR or designee may also conduct special audits in response to observations or customer feedback provided by patients, family members, caregivers, bystanders, crewmembers, physicians and hospital personnel.

4.11.4
MEDICAL DIRECTOR may also develop procedures for routine auditing of EMS system performance and adherence to protocols on individual EMS incidents and overall EMS system compliance.

4.11.5
MEDICAL DIRECTOR or designee shall review, in conjunction with MCFR battalion chiefs or their designees, patient care reports on an ongoing basis; review all protocol deviations and initiate or recommend corrective action. MEDICAL DIRECTOR or designee shall review at least 40 patient care reports per month. MCFR shall provide electronic copies of patient care reports.

4.11.6
MEDICAL DIRECTOR shall periodically visit and communicate with the hospital emergency departments to exchange information and review the quality of care provided by the MCFR personnel.

4.11.7
MEDICAL DIRECTOR shall participate in field activity and system monitoring to include the following:

4.11.7.1
Ride along and observe field activity as a crewmember on a rescue as needed.
System monitoring shall include visiting fire stations when needed to discuss issues with MCFR personnel.

4.11.8
MEDICAL DIRECTOR shall document in a quarterly status report to the Fire Chief, evidence of the following required activities:

4.11.8.1
Reporting on issues identified with MCFR personnel; and

4.11.8.2
Communicating with hospital emergency department staff, and other medical and public safety personnel for quality assurance and education activities.

4.12 Educational Programs
4.12.1
MEDICAL DIRECTOR shall participate in educational programs at all levels, to include all certified/licensed response personnel.

4.12.2
MEDICAL DIRECTOR or designee shall oversee a minimum of ten (10) hours a year of continuing medical education related to pre-hospital care or teaching or a combination of both.

4.12.3
MEDICAL DIRECTOR shall actively participate in the development and presentation of EMS continuing education programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the fire rescue system. MCFR shall pay the actual direct cost of any course materials, instructors, and certificates.

4.12.3.1
Education should be geared to reach the specific needs of the audience. As some providers are volunteers, consideration shall be given to scheduling some training on nights or weekends.

4.12.3.2
Course content should include system-specific issues and items resulting from audit and review.

4.12.4
Where MEDICAL DIRECTOR is not the presenter, and training services are conducted by other COUNTY personnel and/or are subcontracted to an outside provider, MEDICAL DIRECTOR will ensure the quality of the Continuing Medical Education (CME) training provided to EMS personnel by:

4.12.4.1
Reviewing and approving all curriculum and courses for continuing education units (CEU's) prior to MCFR personnel being trained;

4.12.4.2
Monitoring and auditing at least one (1) class session of every CME course held in which MEDICAL DIRECTOR is issuing CME; and

4.12.4.3
Evaluating the educational effectiveness of instruction, courses and programs in consultation with the CME contractor.

4.12.5
MEDICAL DIRECTOR shall maintain necessary and appropriate instructor certifications and participate as Medical Director for educational programs sponsored by MCFR such as ACLS, PALS, BTLS, etc.

4.12.6
Upon proof of completion, MEDICAL DIRECTOR shall sign documents and approve CME to those EMT's and EMT-P's that have completed a minimum of 30 hours or the required hours for biannual recertification training, as set forth in Section 401.2715, F.S.

4.13 Agency Liaison
4.13.1
MEDICAL DIRECTOR shall participate in interagency discussions about specific issues or problems as necessary.

4.13.2
MEDICAL DIRECTOR shall notify MCFR of any pertinent concerns regarding patient care raised by other agencies and provide advice on a resolution. MEDICAL DIRECTOR shall also notify other agencies of any concerns regarding patient care, raised by either MCFR or MEDICAL DIRECTOR.

4.13.3
MEDICAL DIRECTOR shall develop and maintain liaisons with the local medical community: hospitals, emergency departments, mental health agencies, physicians, providers, ambulance services, and other agencies impacting MCFR.

4.13.4
MEDICAL DIRECTOR shall assist in resolution of problems involving the delivery of pre-hospital care and other services in accordance with Rule 64J-1.004, FAC.

4.13.5
MEDICAL DIRECTOR shall interact with and inform local government officials on an as needed basis.

4.13.6
MEDICAL DIRECTOR shall participate in the Florida EMS Medical Director's Association or a statewide physician's group involved in pre-hospital care.

4.13.7
MEDICAL DIRECTOR shall be an active member of at least one national emergency medicine constituency group such as the National Association of EMS Physicians, the American College of Emergency Physicians, etc.

4.13.8
MEDICAL DIRECTOR shall interact with county, regional, state, and federal authorities, regulators and legislators to ensure standards, needs, and requirements are met, and resource utilization is optimized when necessary.

4.13.9
MEDICAL DIRECTOR shall participate in grant application process for system funding, expansion, and research.

4.14 Stress Management Programs.
MEDICAL DIRECTOR shall participate in stress management programs for providers within the system, as needed.

4.15 Community Access to Healthcare Initiatives.
MEDICAL DIRECTOR, in conjunction with MCFR, shall coordinate community access to healthcare initiatives as needed.

4.16 EMT Oversight.

4.16.1

In accordance with Rules 64J-1:004 (g) and (h), FAC, assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of aspirin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT.

4.16.2

MEDICAL DIRECTOR shall ensure that all EMTs are trained to perform these procedures; shall establish and/or maintain written protocols for performance of these procedures; and shall provide written evidence to the Florida Department of Health documenting compliance with provisions of these administrative rules.

4.17 Disaster Assistance and Planning

4.17.1

MEDICAL DIRECTOR shall be available for consultation and/or response during a disaster situation occurring in Monroe County.

4.17.2

MEDICAL DIRECTOR shall function as a liaison between field EMS operations, hospitals, and public health agencies during disaster situations.

4.17.3

MEDICAL DIRECTOR shall provide specific information to assist in the mitigation of the EMS aspects during a disaster situation.

4.17.4

MEDICAL DIRECTOR shall cooperate in planning, updating, and following applicable sections of the Monroe County Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill and emergency management drills.

4.18 Controlled Substances, Medical Equipment and Supplies.

4.18.1

In accordance with F.S., Chapter 401 and Rule 64J-1.004(4)(c), FAC, MEDICAL DIRECTOR shall possess proof of current registration as a medical director with the U.S. Department of Justice, DEA, to provide controlled substances to an EMS provider. The DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with MCFR, which shall maintain the copies and make them readily available for inspection. MCFR will forward all renewal documents as received from DEA to MEDICAL DIRECTOR in order to ensure continuous registration and will reimburse MEDICAL DIRECTOR for the cost of such registration. Copies of physician license and registrations must be provided to MCFR.

4.18.2
MEDICAL DIRECTOR shall formulate and ensure adherence to detailed written procedures to cover the purchase, storage, use, and accountability for medications, fluids, and controlled substances used by MCFR personnel, in accordance with Chapters 499 and 893, F.S., and Rule 64J-1.021, FAC.

4.18.3
MEDICAL DIRECTOR shall ensure and certify that security procedures of all MCFR providers for medications, fluids and controlled substances are in accordance with Chapters 499 and 893, F.S., and Rule 64J-1.021, FAC.

4.18.4
MEDICAL DIRECTOR shall approve a list of mandatory equipment, medications and medical supplies that must be on board a Rescue or ALS Engine for it to respond to EMS incidents.

4.18.5
MEDICAL DIRECTOR shall advise MCFR on appropriate staffing, structural requirements, equipment and supplies necessary to ensure that the air ambulance complies with Rule 64J-1.005, FAC, and Section 401.251(4), F.S.

4.18.6
MEDICAL DIRECTOR shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the fire rescue System and excellence in patient care when requested.

4.18.6.1
In conducting the review, MEDICAL DIRECTOR shall take into consideration the results of Quality Assurance Reviews, review of medical literature, input from interested physicians, and MCFR personnel.

4.18.6.2
MEDICAL DIRECTOR, in conjunction with MCFR, shall assist in the comprehensive review of all EMS System medical supplies and equipment and present the proposed changes to the Fire Chief for approval prior to the end of each Fiscal Year.

4.18.7
MEDICAL DIRECTOR shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the EMS System:

4.18.7.1
Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available system data;

4.18.7.2
All Protocols related to the medical equipment or supplies have been evaluated and updated as appropriate, to ensure consistency and accuracy; and

4.18.7.3
Protocols, supporting documents and implementation instructions are distributed to MCFR personnel prior to training or implementation, and training has been completed, if necessary, prior to implementation.

4.19 Infectious Disease Control Policy
4.19.1
MEDICAL DIRECTOR shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of MCFR personnel to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

4.19.2
MEDICAL DIRECTOR shall be available, in conjunction with the MCFR Infection Control Officer, for consultation from field personnel to determine the significance of any body fluid exposure and suggest appropriate action for such an exposure in accordance with Monroe County Fire Rescue's existing Workers' Compensation policies and procedures.

4.20
This Contract is a professional services contract based on the qualifications of Dr. Sandra Schwemmer and the services required hereunder shall be performed by Professional Emergency Services Inc. or under his/her supervision. Any additional personnel necessary for the fulfillment of the services required under this Contract shall be secured at MEDICAL DIRECTOR's sole expense and such personnel shall be fully qualified and, if required, authorized, or permitted under State and local law to perform such services.

5. Insurance
COUNTY shall maintain in full force and effect for the term of this Contract, and any subsequent renewals, professional and General Liability Insurance with minimum limits of $1,000,000.00 per occurrence. The Professional and General Liability certificate will specify coverage for "EMS oversight/medical direction".

COUNTY will provide certificate or proof of such insurance to MEDICAL DIRECTOR on an annual basis. Medical Director will be provided thirty (30) days' notice of cancellation, change in policy limits, and/or any restrictions placed on coverage of the insurance provided by COUNTY during the term of this Contract. COUNTY will be responsible for the payment of any deductible and/or self-insured retention in the event of a claim.

The Contractor shall be responsible for all necessary Workers' Compensation and Vehicle Liability insurance coverage. Certificates of Insurance must be provided to Monroe County within fifteen (15) days after award of contract, with Monroe County BOCC listed as additional insured as indicated. Policies shall be written by insurers admitted and licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better. The required insurance shall be maintained at all times while Respondent is providing service to County.

Prior to commencement of work governed by this contract, the CONTRACTOR must obtain: **Worker's Compensation Insurance** with limits sufficient to respond to applicable state statutes. In addition, the Respondent must obtain Employer's Liability insurance with limits of not less than:
$500,000 Bodily Injury by accident,
$500,000 Bodily Injury by Disease policy limits,
and $500,000 Bodily Injury by Disease, each employee.
Coverage must be maintained throughout the entire term of the contract.

Prior to commencement of work governed by this contract, the CONTRACTOR must obtain: **Vehicle Liability Insurance** which shall cover owned, non-owned and hired vehicles. The minimum acceptable limits shall be $300,000 Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be:
$100,000 per Person
$300,000 per Occurrence
$50,000 Property Damage

Monroe County Board of County Commissioners shall be named as an Additional insured on Vehicle Liability policies.

6. **Termination**

6.1 Early termination may occur as follows:

A. This Contract may be terminated by MEDICAL DIRECTOR, with or without cause, upon not less than ninety (90) days written notice delivered to COUNTY.
B. COUNTY may terminate this Contract in whole or in part and without cause, upon not less than ninety (90) days written notice, delivered to MEDICAL DIRECTOR.
C. COUNTY may terminate this Contract immediately in the event that MEDICAL DIRECTOR fails to fulfill any of the terms, understandings or covenants of this Contract.

6.2 At such time as this Contract is terminated, whether at the natural ending date or at an earlier time, MEDICAL DIRECTOR shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to COUNTY.
D. Continue and complete all parts of that work which have not been terminated, if any.

7. **Payments**

Payments shall be made by COUNTY pursuant to the Florida Local Government Prompt Payment Act after the completion of the rendered services and proper invoicing by MEDICAL DIRECTOR.

8. **Contingency**
COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners.

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

10. **Ownership of the Project Document**
Any documents submitted by MEDICAL DIRECTOR for this professional services contract belong to COUNTY and may be reproduced and copied without acknowledgement or permission of MEDICAL DIRECTOR.

11. **Successors and Assigns**
MEDICAL DIRECTOR shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of COUNTY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

12. **No Third Party Beneficiaries**
Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

13. **Public Entities Crimes**
13.1
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or MEDICAL DIRECTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13.2
By signing this Contract, MEDICAL DIRECTOR represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, F.S.). Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

13.3
In addition to the foregoing, MEDICAL DIRECTOR further represents that there has been no determination, based on an audit, that it or any SUBCONTRACTOR has committed an act defined by Section 287.133, F.S., as a "public entity crime" and that it has not been formally charged with

committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

13.4
MEDICAL DIRECTOR will promptly notify COUNTY if MEDICAL DIRECTOR or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

14. Records

MEDICAL DIRECTOR shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles. Upon ten (10) business days written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Contract for the purpose of conducting a complete independent fiscal audit. MEDICAL DIRECTOR shall retain all records required to be kept under this Contract for a minimum of five years, and for at least four years after the termination of this Contract. Storage of medical records required by Federal or State statute in excess of the times stated herein and subsequent to the termination of this Contract shall be revisited by the parties at such time as any transition period is established to accommodate the termination of this Contract. MEDICAL DIRECTOR shall keep such records as are necessary to document the provision of services under this contract and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of MEDICAL DIRECTOR to maintain appropriate records to insure a proper accounting of all collections and remittances. MEDICAL DIRECTOR shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives.

15. Governing Law, Venue, Interpretation

This Contract shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Contract, COUNTY and MEDICAL DIRECTOR agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. This Contract is not subject to arbitration.

16. Severability

If any term, covenant, condition or provision of this Contract (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Contract, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Contract would prevent the accomplishment of the original intent of this Contract. COUNTY and MEDICAL

DIRECTOR agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17. Attorney's Fees and Costs

COUNTY and MEDICAL DIRECTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Contract shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

18. Binding Effect

The terms, covenants, conditions, and provisions of this Contract shall bind and inure to the benefit of COUNTY and MEDICAL DIRECTOR and their respective legal representatives, successors, and assigns.

19. Authority

Each party represents and warrants to the other that the execution, delivery and performance of this Contract have been duly authorized by all necessary County and corporate action, as required by law.

20. Claims for Federal or State Aid

MEDICAL DIRECTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Contract; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

21. Adjudication of Disputes

COUNTY and MEDICAL DIRECTOR agree that all disputes shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Contract or by Florida law.

22. Cooperation

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Contract, COUNTY and MEDICAL DIRECTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Contract or provision of the services under this Contract. COUNTY and MEDICAL DIRECTOR specifically agree that no party to this Contract shall be required to enter into any arbitration proceedings related to this Contract.

23. Nondiscrimination

MEDICAL DIRECTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action on the part of any party, effective the date of the court order. MEDICAL DIRECTOR and COUNTY agree to comply with all Federal and F.S., and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

24. Covenant of No Interest

MEDICAL DIRECTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Contract, and that only interest of each is to perform and receive benefits as recited in this Contract.

25. Code of Ethics

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

26. No Solicitation/Payment

MEDICAL DIRECTOR and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award

or making of this Contract. For the breach or violation of the provision, MEDICAL DIRECTOR agrees that COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. Public Access

MEDICAL DIRECTOR and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, F.S., and made or received by MEDICAL DIRECTOR and COUNTY in connection with this Contract; and COUNTY shall have the right to unilaterally cancel this Contract upon violation of this provision by MEDICAL DIRECTOR.

28. Non-Waiver of Immunity

Notwithstanding the provisions of Section 768.28, F.S., the participation of MEDICAL DIRECTOR and COUNTY in this Contract and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by COUNTY be required to contain any provision for waiver.

29. Privileges and Immunities

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

30. Legal Obligations and Responsibilities

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

31. Non-Reliance by Non-Parties

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

32. Attestations and Truth in Negotiation

MEDICAL DIRECTOR agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Contract by MEDICAL DIRECTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Contract are accurate, complete, and current at the time of contracting.

33. No Personal Liability

No covenant or Contract contained herein shall be deemed to be a covenant or Contract of any member, officer, agent or employee of COUNTY in his or her individual capacity, and no member, officer, agent or employee of COUNTY shall be liable personally on this Contract or be subject to any personal liability or accountability by reason of the execution of this Contract.

34. Execution of Counterparts

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

35. Amendments and Assignments.

No amendment or assignment of this Contract shall be valid without the prior written consent from COUNTY.

36. Independent Contractor.

At all times and for all purposes hereunder, MEDICAL DIRECTOR is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Contract shall be construed as to find MEDICAL DIRECTOR or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

37. Compliance with Law.

In carrying out its obligations under this Contract, MEDICAL DIRECTOR shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this Contract, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Contract and shall entitle COUNTY to terminate this Contract immediately upon delivery of written notice of termination to MEDICAL DIRECTOR.

38. Licensing and Permits.

MEDICAL DIRECTOR shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, county or municipal.

39. **Signatures of Parties Required.**
THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES AND RECEIVED IN FINAL EXECUTED FORM BY AN AUTHORIZED REPRESENTATIVE OF MEDICAL DIRECTOR AT ITS PRINCIPAL PLACE OF BUSINESS.

40. **County Authority.**
By execution hereof the signer below hereby certifies that signer is duly authorized to execute this Contract on behalf of the COUNTY.

41. **Federal and State Tax.**
COUNTY is exempt from payment of Florida State Use and Sales Taxes. COUNTY will sign an exemption certificate submitted by MEDICAL DIRECTOR. MEDICAL DIRECTOR will not be exempted from paying state sales tax to its suppliers for materials used to fulfill contractual obligations with COUNTY, nor is MEDICAL DIRECTOR authorized to use COUNTY's Tax Exemption Number in securing such materials.

42. **Notices** - Any notice of other communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following addresses:

For County:
County Administrator
1100 Simonton Street
Key West, FL 33040
And
Monroe County Attorney's Office
1111 12th St., Suite 408
Key West, FL 33040

For Medical Director:
Dr. Sandra Schwemmer
10 High Point Road
PO Box 379
Tavernier, FL 33070

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: Sally M. Abrams
As Deputy Clerk 09.15.2021

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FL

By: Michelle Coldiro
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 9/17/21

BOARD OF GOVERNORS OF
FIRE AND AMBULANCE DISTRICT 1,
OF MONROE COUNTY, FLORIDA

By: Brian Hall
Mayor/Chairman

WITNESSES:

By: Erin Sperry
Witness
Erin Sperry 8/26/2021
Print Name and Title
Date:

By: Camille Pereira
Witness
Camille Pereira
Print Name and Title
Date: 8/26/21

PROFESSIONAL EMERGNCY
SERVICES, INC.

By:
Dr. Sandra Schwemmer

RECORDED IN OFFICIAL RECORD
MONROE COUNTY, FL
2021 SEP 22 PM 2:25

SECTION TWO:
FORMS

Attachment A	Public Entity Crime Statement
Attachment B	Drug Free Workplace Form
Attachment C	Lobbying & Conflict of Interest Clause Sworn Statement under Ordinance No. 10-1990 (Ethics Clause)
Attachment D	Indemnification and Hold Harmless
Attachment E	Insurance Documents

Attachment A

PUBLIC ENTITY CRIME STATEMENT

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

By executing this form, I acknowledge that I/my company is in compliance with the above.

STATE OF Florida

(Signature of Respondent)

COUNTY OF Palm beach

8/26/2021
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

26 day of August, 2021.

My commission expires: June, 7, 2025
NOTARY PUBLIC

LUIS CHABUSA
Notary Public - State of Florida
Commission # HH 139282
My Comm. Expires Jun 7, 2025

Attachment B

DRUG-FREE WORKPLACE FORM

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

Professional Emergency Services, Inc.
(Name of Business)

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

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

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

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

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

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

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

Respondents Signature

8/26/21
Date

OMB – MCP FORM #5

Attachment C

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

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

(Signature)

Date: 8/26/21

STATE OF Florida

COUNTY OF Palm beach.

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Sandra Schuermer who, after first being sworn by me, affixed his/her

Signature (name of individual signing) in the space provided above on this 26 day of

August, 2021.

NOTARY PUBLIC

My commission expires: June, 7, 2025

LUIS CHABUSA
Notary Public - State of Florida
Commission # HH 139287
My Comm. Expires Jun 7, 2025

OMB - MCP FORM #4

Attachment D

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

Indemnification and Hold Harmless

The Medical Director covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners, its servants, agents and employees from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Medical Director or any of its employees, subcontractors, or agents, in any tier, and occasioned by the negligence, errors, or other wrongful act or omission of the Medical Director, its employees, subcontractors or agents, in any tier.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.



Respondent's Signature

8/26/21

Date

Attachment E

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT MEDICAL DIRECTOR

BETWEEN

MONROE COUNTY, FLORIDA
AND

PROFESSIONAL EMERGENCY SERVICES, INC.

Recognizing that the work governed by this contract requires the use of vehicles, the Medical Director, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

Attachment E

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT MEDICAL DIRECTOR

BETWEEN

MONROE COUNTY, FLORIDA
AND

PROFESSIONAL EMEREGENCY SERVICES, INC.

Prior to the commencement of work governed by this contract, the Medical Director shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Medical Director shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Medical Director has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Medical Director's status. The Medical Director may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Medical Director's Excess Insurance Program.

If the Medical Director participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC2

MONROE COUNTY FIRE RESCUE



TRAUMA STAR

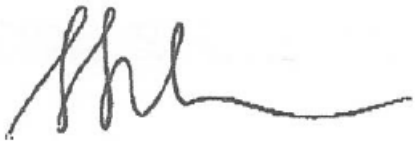
2021

Ground & Air Ambulance

MEDICAL PROTOCOLS

Dr. Schwemmer, D.O.

The following Monroe County Fire Rescue 2021 Medical Treatment Protocols are the official protocols for this Agency, and are approved for use by EMT's/Paramedics/Registered Nurses of this agency for the care of the sick and injured.



Sandra Schwemmer, D.O.

Medical Director, Monroe County Fire Rescue

MONROE COUNTY FIRE RESCUE

MEDICAL PROTOCOLS

Dr. Sandra Schwemmer, D.O. Medical Director

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MONROE COUNTY FIRE RESCUE

MEDICAL PROTOCOLS

Dr. Sandra Schwemmer, D.O. Medical Director

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MONROE COUNTY FIRE RESCUE

MEDICAL PROTOCOLS

Dr. Sandra Schwemmer, D.O. Medical Director

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MONROE COUNTY FIRE RESCUE

MEDICAL PROTOCOLS

Dr. Sandra Schwemmer, D.O. Medical Director

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MONROE COUNTY FIRE RESCUE

MEDICAL PROTOCOLS

Dr. Sandra Schwemmer, D.O. Medical Director

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MONROE COUNTY FIRE RESCUE

MEDICAL PROTOCOLS

Dr. Sandra Schwemmer, D.O. Medical Director

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MONROE COUNTY FIRE RESCUE

MEDICAL PROTOCOLS

Dr. Sandra Schwemmer, D.O. Medical Director

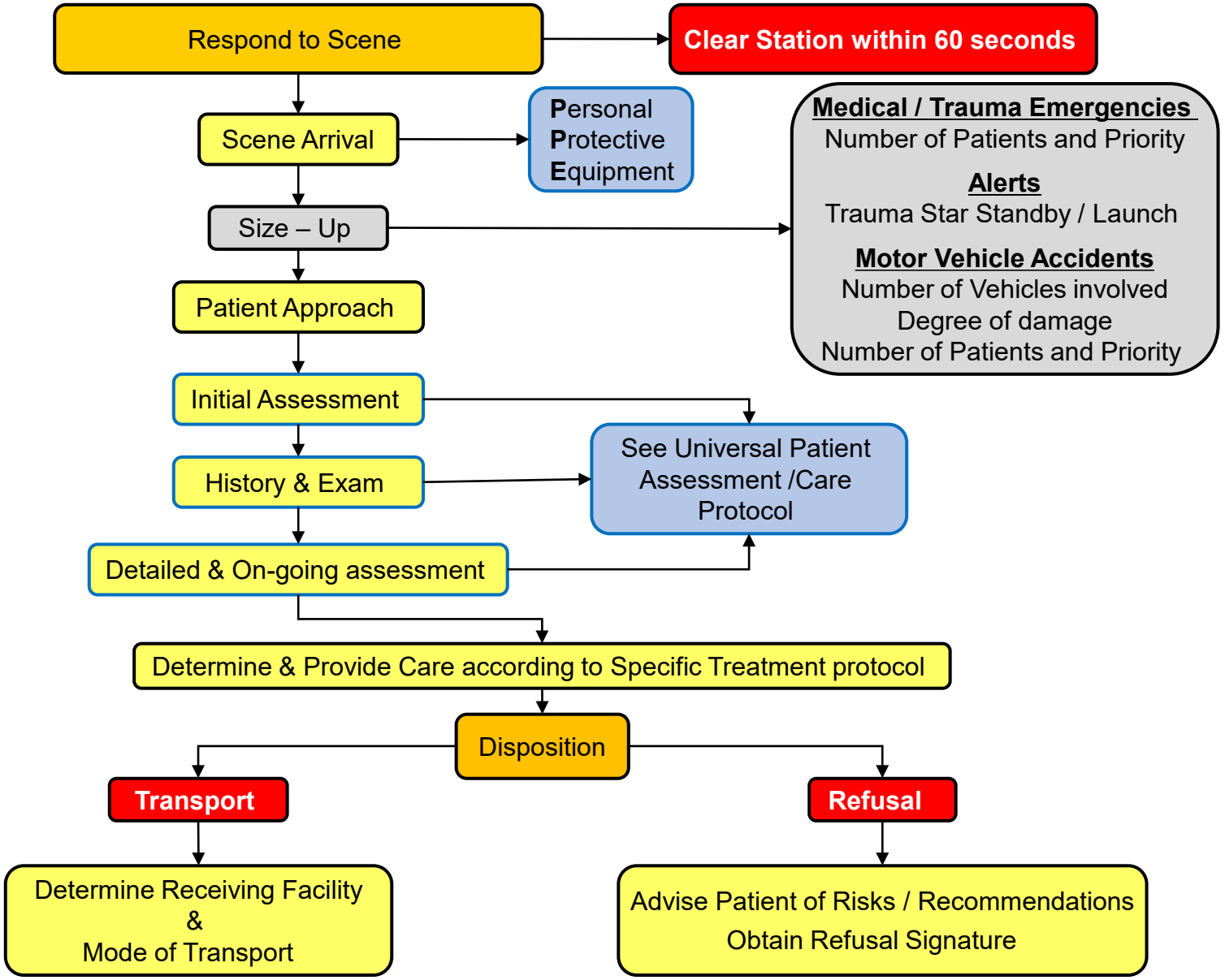
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Response Algorithm



RESPONSE

Review the dispatch information and select appropriate response.

SCENE ARRIVAL AND SIZE-UP

- Consider Body Substance Isolation (BSI)
- Consider Personal Protective Equipment (PPE)
- Evaluate the scene safety
- Determine the number of patients
- Consider the need for additional resources

PATIENT APPROACH

- Determine the Mechanism of Injury (MOI) / Nature of illness (NOI)
- If appropriate, begin triage and initiate Mas Casualty Incident (MCI) procedures.

INITIAL ASSESSMENT

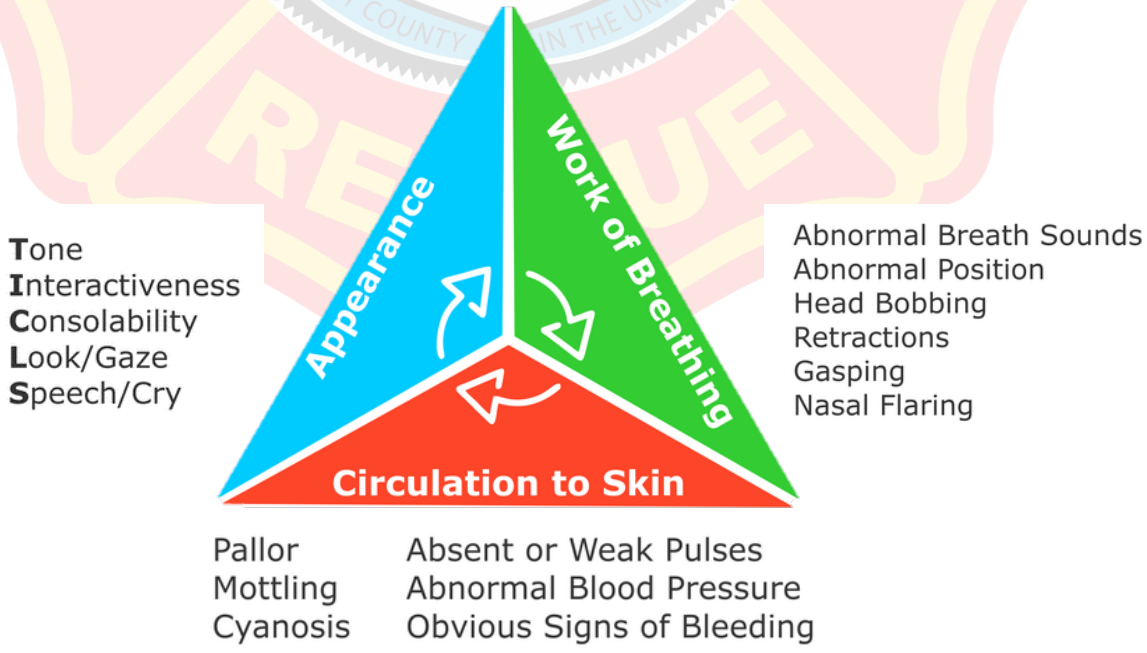
- Correct life-threatening problems as identified
- Stabilize cervical spine when appropriate

MENTAL STATUS (AVPU)

Alert: to person, place, time, and event (AAOX4)
Verbal: responds only to verbal stimuli
Pain: responds only to painful stimuli
Unresponsive

For pediatric patients, consider using the Pediatric Assessment Triangle & Assess patient using the Handtevy System

PEDIATRIC ASSESSMENT TRIANGLE



AIRWAY

- Open and establish airway using appropriate adjunct
- Place patient in appropriate position
- Suction airway as needed, including tracheostomy tubes

Positioning: Head-tilt/chin-lift or modified jaw thrust for suspected spinal cord injury.

Semi-conscious patients with an intact gag reflex: shall have a nasopharyngeal airway inserted, unless contraindicated.

Unresponsive patients without a gag reflex: shall have an oropharyngeal airway inserted, unless contraindicated.

Supraglottic Airway (SGA): If ventilation is required for more than two minutes, an I-Gel should be inserted ***Exception - primary cardiac arrest.***

Recovery position for spontaneously breathing patients: Altered mental status, postictal, suspected drug overdose, etc., if no suspected spinal cord injury.

Suction as needed.

ALS AIRWAY – Paramedic Only

Intubation: Patients who require ventilatory support (and are unlikely to regain consciousness) for more than two minutes should be intubated (or other advanced airway), ***Exception - patients in cardiac arrest.***

Unsuccessful Intubation: If an airway cannot be secured within three ETT intubation attempts, an I-Gel should be inserted.

Surgical Cricothyrotomy: if an airway cannot be secured by any other means, and the patient cannot be effectively oxygenated or ventilated, a surgical cricothyrotomy should be performed on adult patients (or needle cricothyrotomy for pediatrics).

OXYGEN ADMINISTRATION

Except as noted below, oxygen should **ONLY** be administered in order to maintain SpO2 of 94% or 90% for COPD & asthma patients. Do not withhold oxygen if the patient is dyspneic or hypoxic.

Stroke patients shall be treated with a minimum of 2 Lpm NC regardless of pulse oximetry reading. Increase oxygen therapy as needed.

Suspected Traumatic Brain Injury (TBI) patients shall receive 15 Lpm via NRB.

3rd trimester pregnancy trauma patients shall receive 15 Lpm via NRB.

Pulse oximetry should be documented (pre and post oxygen administration) and applied for continuous monitoring on all ALS patients.

If oxygen saturation cannot be maintained, ventilatory support should be provided.

SAO_2 MONITORING

O_2 Saturation Ranges General Patient Care		
94 - 100%	Normal	Give oxygen as necessary
91 - 93%	Mild Hypoxia	Give oxygen as necessary
86 - 90%	Moderate Hypoxia	Give 100% oxygen assisting ventilation if necessary
≤ 85%	Severe Hypoxia	Give 100% oxygen, assist ventilations. If indicated, Intubate
INACURATE OR MISLEADING SpO2 READINGS MAY OCCUR IN THE FOLLOWING PATIENTS: Hypothermic, Hypoperfusion (Shock), Co Poisoning, hemoglobin Abnormality, Anemia, and Vasoconstriction.		

EtCO2 MONITORING

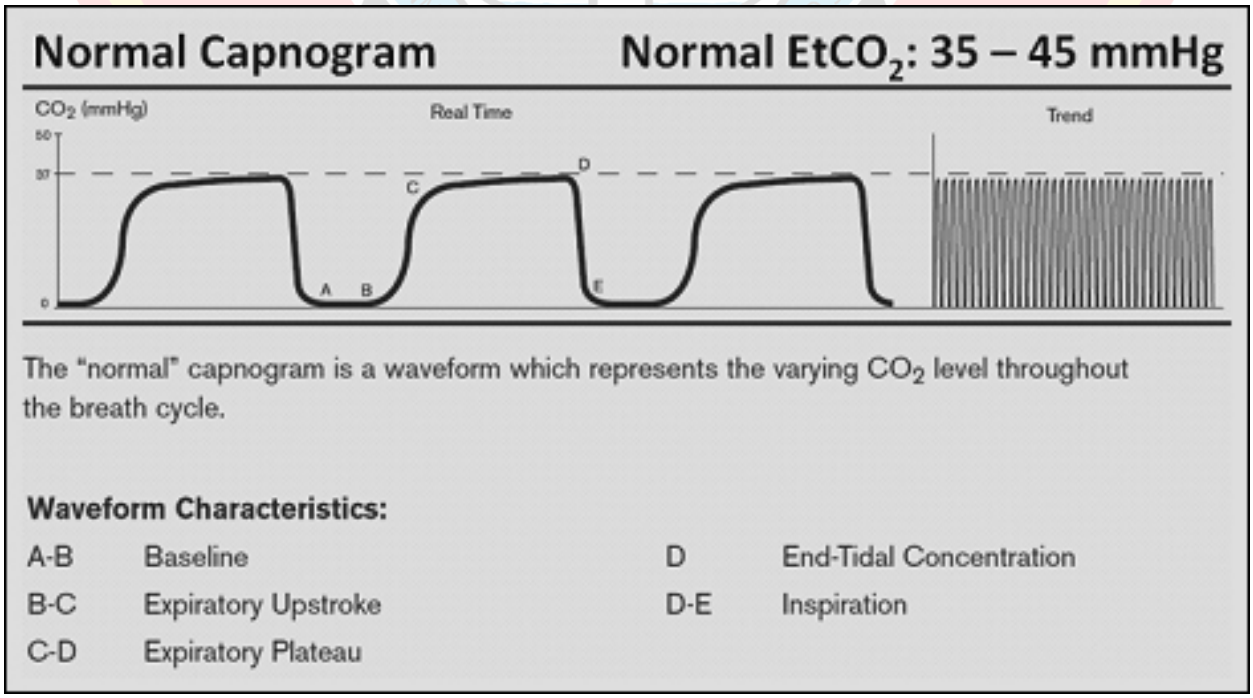
Should be applied to all patients meeting the following criteria:

MANDATORY

- Requiring ventilatory support (ETT, I-gel (SGA), CPAP, etc)

The following patients should be monitored if EtCO2 is available:

- Respiratory distress
- Altered mental status
- Sedated or receiving pain medication (including Ketamine)
- Seizure patients



VENTILATION

- Ventilatory support shall be accomplished via BVM with either an NPA/OPA, I-gel, or ETT intubation.
- The goal is to maintain an SpO2 of 95% and EtCO2 levels between 35-45 mmHg (with the exception of COPD and asthma patients).
- Any patient with a pulse who requires ventilation with a BVM for greater than two minutes, should be intubated **(excluding pediatrics).**
- Endotracheal intubation shall be confirmed by: visualization of the ETT passing through the vocal cords and **continuous EtCO2 monitoring.**

VENTILATORY RATES (BVM)

Adults: 10 breaths/minute **(1 breath every 6 seconds)**

Patients with an advanced airway should be ventilated at a rate of 8-10 breaths/minute **(1 breath every 6-8 seconds)**

Children: 20 breaths/minute **(1 breath every 3 seconds)**

Neonates: 40 breaths/minute

CIRCULATION

Carotid and radial pulse present, assess:

- capillary refill
- skin color, condition and temperature.

Unconscious patients - Apply AED, LifePak, or **Tempus** on all unconscious patients.

Cardiac Arrest patients - Perform continuous chest compressions (CCC) and apply Lucas device (if available) on all cardiac arrest patients and defibrillate as needed.

Infants/children/Neonates: After oxygenation and ventilation of 1 minute for infants/children and 30 seconds for neonates (birth to 1 month), begin chest compressions if the heart rate remains below 60 BPM with signs of poor perfusion (AMS).

ECG MONITORING

All ALS patients shall be continuously monitored in lead II.

Patients who present with any of the following; shall have a 12 lead ECG performed:

- Cardiac or possible cardiac symptoms
- Chest/arm/neck/jaw/upper back/shoulder/epigastric pain or discomfort
- Palpitations

- Syncope, lightheadedness, general weakness, or fatigue
- CHF, SOB, hypertension or hypotension
- Unexplained diaphoresis or nausea

12 lead ECGs shall be repeated every 10 minutes and upon a ROSC

VITAL SIGNS

A complete set of vital signs shall be documented as follows

- Respiratory (rate and quality)
- Pulse (rate and quality)
- Skin (color, condition, and temperature)
- Pulse Oximetry
- Capillary Refill
- Blood Pressure
    - **Priority 3 patients** at least two sets or every 15 minutes
    - **Priority 2 patients** every 5 minutes
    - A blood pressure shall be checked before and 5 minutes after the administration of a drug known to effect blood pressure.
    - For the purposes of these protocols, adult hypotension is defined as a systolic blood pressure less than 90 mmHg.
    - Initially, all blood pressures shall be taken manually. A manual blood pressure should be taken to confirm any abnormal or significant change of an automatic blood pressure cuff reading.

GLUCOSE

A BGL shall be documented for patients with any of the following:

- History of Diabetes
- Altered Mental Status
- General Weakness
- Seizure
- Syncope/Lightheadedness
- Dizziness
- Poisoning
- Stroke
- Cardiac Arrest

PATIENT HISTORY & PHYSICAL EXAM

CHIEF COMPLAINT: Why did the person call 911

HISTORY OF THE PRESENT ILLNESS (O, P, Q, R, S, T, A)

- **O**nset: Did the symptoms appear gradually or suddenly?
- **P**alliative: What makes the symptoms better?
- **P**rovoke: What makes the symptoms worse?
- **P**revious: previous similar episodes?
- **Q**uality: (what kind of pain?) pressure, squeezing, aching, dull, etc.
- **R**adiation: does the pain or discomfort radiate? where?
- **S**everity of Pain: 1-10 scale, faces pain scale for pediatrics.
- **T**ime: what time did the symptoms begin?
- **A**ssociated: what are the associated signs and symptoms?

S.A.M.P.L.E HISTORY

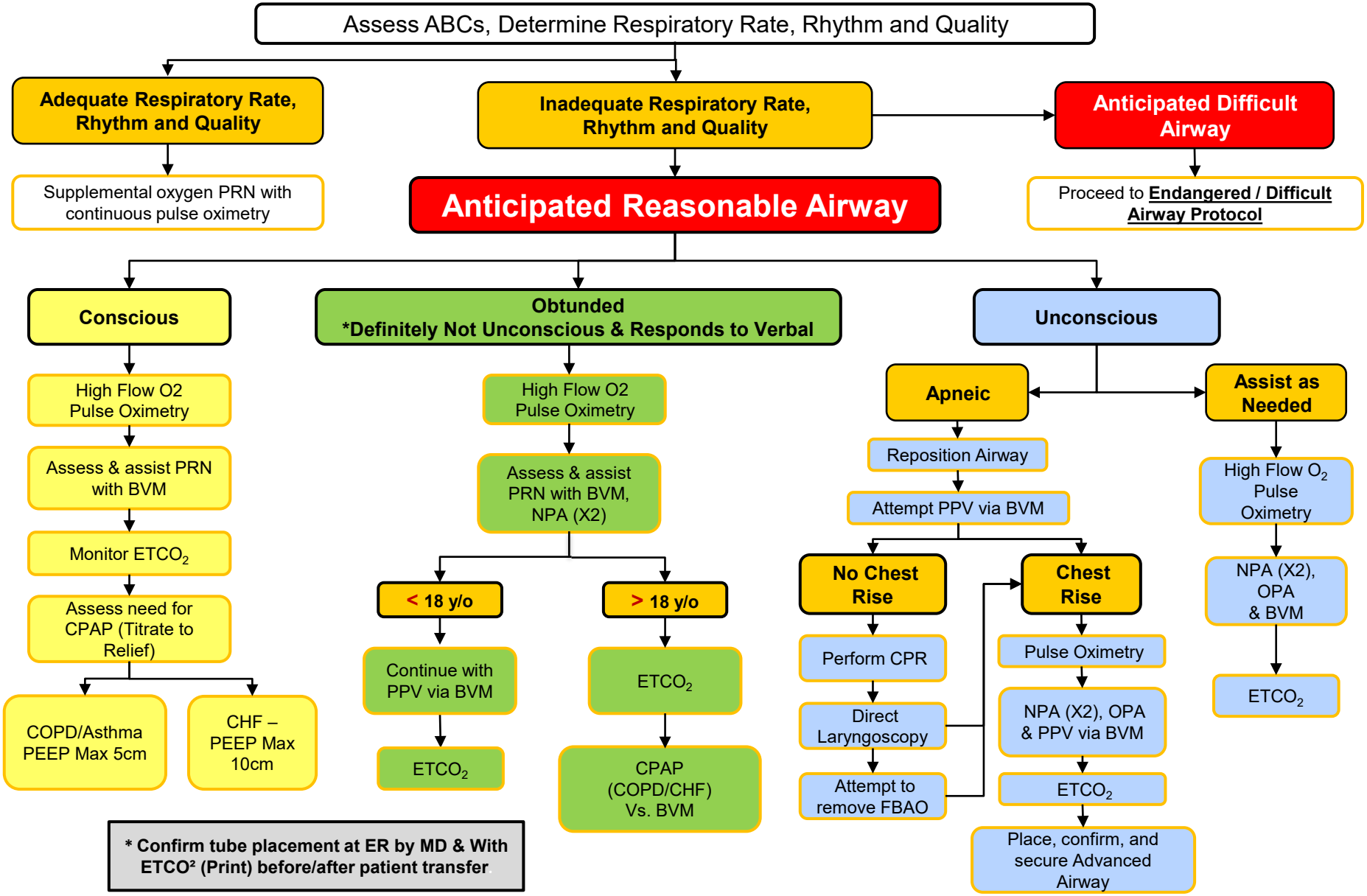
- **S**igns & Symptoms
- **A**llergies
- **M**edications: Prescribed, over the counter, or not prescribed to patient
- **P**ast medical history:
  - Heart attack, asthma, COPD, diabetes, hypertension, stroke, etc.
- **L**ast Oral Intake
- **E**vents Preceding

DCAP- BTLS

- **D**eformities & Discoloration
- **C**ontusions
- **A**brasions
- **P**unctures & Penetrations

- **B**urns
- **T**enderness
- **L**acerations
- **S**welling

Airway Management Protocol



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Endangered/Difficult Airway Rescue Protocol

Endangered Airway
- Bloody Airway
- Vomitus
- Caustic Inhalation
- Burns – Thermal, Chemical
- Anaphylaxis
- FBAO
- Trauma - Neck/Facial
- Paralysis
- Severe Chest Trauma

Difficult Airway Criteria
- Small Chin
- Short Neck
- Big Teeth
- Big Tongue
- Bloody Airway
- Neck Injury
- Swelling Airway & Tongue
- Combative
- Poor Mallampati
- Failed 3-3-2 Rule

Hyperoxygenate with BVM 100% O_2

Continuous $ETCO_2$ Monitoring

Anticipate Difficulty Securing Airway

***Confirm tube placement by ER MD**

*** $ETCO^2$ (Print) before/after patient transferred.**

***Document in narrative how confirmed**

Conscious/Obtunded

BVM 100% O_2

Position, suction & sedate
- **Ketamine 2mg/kg slow IV/IO AND Versed: 5mg IV/IO/IM (up to 10mg max single dose)**
- **TS Only – RSI if indicated**

Attempt ETT x 2

Failed Attempt
Re-sedate PRN

Place, Confirm & Secure IGel*

Success
Confirm & Secure ET Tube*

Unconscious

Chest Rise
BVM 100% O_2

*Place Confirm and Secure Advanced Airway

Obstruction/Swelling
Surgical Cricothyrotomy - If unable to remove or ventilate due to swelling **Landmarks must be identifiable**

Attempt intubation past obstruction or push FBAO into right mainstem bronchus

Chest Rise with BVM?

Yes
Hyper-oxygenate with BVM

No
Re-Attempt

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Respiratory Distress -Adult

- Determine responsiveness / Check ABC's
- SAMPLE history & OPQRST
- Check Vital Signs
- Pulse Oximetry & $ETCO^2$
- Oxygenate via NC or NRB
- ECG Monitor / 12 Lead
- IV NS KVO

CHF

Consider
Acute Decompensated
Heart Failure in adults

Consider – CPAP max 10 cm PEEP with
Albuterol if patient is wheezing

NTG 0.4 mg sublingual (q 5 min)
As long as BP > 90 mmHg

Lasix 80 mg IV Push or
Double the patient's dose max 100 mg
BP > 90 mmHg

COPD

Albuterol 2.5 mg
Nebulized connected to 8 lpm O^2
Can be administered continuously as
long as HR is not > 140 bpm

Solumedrol 125 mg slow IV push over 2
min (if patient is extremely
bronchoconstricted)

If patient SOB continues after Albuterol &
Solumedrol

Consider – CPAP max 5 cm PEEP with
Albuterol

Asthma

Albuterol 2.5 mg
Nebulized connected to 8 lpm O^2
Can be administered continuously as
long as HR is not > 140 bpm

Solumedrol 125 mg slow IV push over 2
min (if patient is extremely
bronchoconstricted)

If patient SOB continues after Albuterol &
Solumedrol

Consider – CPAP max 5 cm PEEP with
Albuterol

Mag Sulfate 2 gm in 50 cc NS over 10 min
macro drip (1gtts/sec)

If patient SOB continues after CPAP &
Mag Sulfate

Epinephrine 0.1-0.3 mg 1:1000 SQ
May be given if not responding to therapy

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Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

If obstruction is present:

- Flush with Normal Saline and suction PRN.
- If unable to clear obstruction by suctioning, remove tracheostomy tube and insert new tube (same size or one size smaller). **DO NOT FORCE TUBE.**
- If unable to insert new tracheostomy tube or if unavailable, insert endotracheal tube of similar size into stoma and ventilate with bag-valve-device as needed.
- If unable to insert endotracheal tube, ventilate with bag-valve-mask over stoma or over patient's mouth while covering stoma PRN.

Utilize the mnemonic “DOPE” (Disconnect – Obstruction – Pneumothorax - Equipment) to troubleshoot patient needs

Tracheostomies are utilized for:

- Long-term ventilatory support
- Bypass an upper airway obstruction
- Aid in the removal of secretions

Tracheostomies come in a variety of sizes and can be either single lumen or double lumen.

Special attachments include:

- Tracheostomy nose (filtration device)
- Tracheostomy collar (for oxygen or humidification)
- Passy-muir valve (speaker valve)

Bradycardia

Heart Rate < 60 BPM and/or inadequate perfusion

- Oxygen based on O_2 Saturation
- Assess Vitals Signs , OPQRST
- ECG, 12 Lead,
- Pulse Oximetry / Capnography
- Obtain IV (NS / KVO)
- If ACS suspected **ASA 324 MG**

Asymptomatic

Monitor
VS & ECG

Unstable and/or chest pain

STEMI[1] With Hypotension

Acute Inferior MI
with or without
V_4R ST Elevation

Trendelenberg
(lungs clear)
Fluid Bolus 250-500cc
(repeat as needed)
If V4R present, up to 2 L

Pace

Persistent hypotension,
Cardiogenic Shock
Dopamine
5-20 mcg/kg/min
TS – Epinephrine
2-10 mcg/min

STEMI[1] Without Hypotension

***NTG 0.4 mg SL**
q 5 min x 2

***No Nitro if a positive V4R is present**

If pain continues
Fentanyl 1-3 mcg/kg
May repeat half original dose

Hypotension develops:
Trendelenberg, (lungs clear)
Fluid Bolus 250-500cc
(repeat fluid bolus if
no improvement)

N-STEMI[2] or ST depression, Non-Diagnostic ECG

Trendelenberg
(lungs clear)
Fluid Bolus 250-500cc
(repeat as needed)

Consider Atropine
0.5mg (max 2mg) IV

If chest pain present
NTG 0.4 mg q 5 min x 2

If pain continues
Fentanyl 1-3 mcg/kg
May repeat half original dose

* *NTG: use only if systolic BP > 90 mmHg and no* sexual enhancement medication within 24 hours.
* External Pacing: PRN for severe and symptomatic bradycardia or 2nd or 3rd degree heart blocks.
** External Pacing: Sedate with **Versed 1-2 mg up to 10 mg max.**
* **Atropine 0.5 mg (max 2mg) IV** may be given if: QRS complex is narrow in 2nd or 3rd degree blocks, or sinus bradycardia.

[1]STEMI = ST Segment Elevation MI [2]N-STEMI = Non-ST Segment Elevation MI

Chest Pain / Acute Coronary Syndromes

- Oxygen based on O_2 Saturation
- Assess Vitals Signs
- Obtain IV (NS / KVO)
- ECG Monitor & OPQRST
- Pulse Oximetry & Capnography
- **ASA 324 mg chewed**

Obtain 12 Lead and categorize patient into 1 of 3 boxes below
Follow appropriate ALERT procedure if patient meets criteria
(STEMI / ACS / ROSC Alert)
V4R for all Inferior Wall MI's

ST-Elevation MI
(**STEMI**)
Or
***Bundle Branch Block

Non ST–Elevation (**NSTEMI**)
ST-Depression and/or
T-Wave Inversion
Unstable Angina

Non-Diagnostic
ECG

Assess Vital Signs

Stable Vital Signs

***NTG 0.4 mg SL q 5 min X 2 (No Nitro if positive V4R)**
If pain continues Administer
Fentanyl 1-3 mcg/kg

***TS consider Metoprolol 5mg over 2 min**
(max 3 doses/15mg)
Adjunct therapy for STEMI or new LBBB

****NTG: use only if systolic BP > 90 mmHg***
No sexual enhancement medication within 24 hours.

*** LBBB or RBBB:

Unstable Vital Signs

HR < 60 BPM
*Follow Bradycardia Protocol

Hypotensive

Fluid Bolus NS 250 cc IV, if no crackles

If BP does not increase or crackles
Dopamine 5-20 mcg/kg/min

If patient has crackles go to CPAP Protocol

HR > 150 BPM
*Follow Tachycardia Protocol

ACS ALERT CHECKLIST FOR TRAUMA STAR

Date _____ Patient Name_____ DOB_____ Age _____

P/U MM_____ Rescue _____ Crew _____ / _____/_____

OCA #: Weight: LZ:

CHIEF COMPLAINT
MEDICATIONS
PAST MEDICAL HISTORY
ALLERGIES

A V P U	GLUCOSE _____			
TIME	PULSE	B/P	RESP/MIN	
SAO_2	$ETCO_2$	SKIN	PUPILS	GCS

ROSC = Launch Trauma Star & begin cooling OR
ACS Alert = ONE criteria from EACH section (minimum)

Check all that apply ✓	
1 CASH	
Chest Pain > 20 min < 12 hours	
Time of Onset _____	
Altered Mental Status	
Shortness of Breath	
Hemodynamically Compromised (Low BP, Tachycardia/Bradycardia, Diaphoresis)	
2 HISTORY	
Prior MI / Prior Stents	
Diabetes	
Coronary Heart Disease (CAD)	
Atrial Fibrillation	
Hypertension	
3 ECG	
ST Elevation (STEMI)	
Arrhythmias / Heart blocks	
Paced Rhythm	
ST Changes, Depression	
Bundle Branch Blocks (BBB)	

OPQRST
Onset of Events:
Provocation:
Quality:
Region:
Severity(1-10):
Time (Duration):
Constant_____ or Intermittent _____

TPA Exclusion Criteria
Bleeding Problems:
Previous Stroke:
Streptokinase:
Recent Surgery (w/in 6 months):
Blood Thinner: MEDICATION NAME

Pertinent History
Prior MI Date:
Angina:
Nitro Taken Prior to Arrival: QTY. TAKEN
Sexual Enhancement Meds <24hrs: **YES / NO**

Field Treatment
ASA 324mg:
O_2 via NRB:
Nitroglycerin: x1_____ x2_____
Pain Medication: MEDICATION / DOSE GIVEN
Total Fluids Given: _____ml

Address: _____
SSN: _____ Insurance _____ Policy # _____

Comments:

CALL RECEIVING FACILITY W/ PT REPORT & ETA ***ATTACH CODE SUMMARY

PINK TO RESCUE WHITE TO FLIGHT CREW YELLOW TO HOSPITAL

MCFR-074 (2/2021)

STEMI ALERT CHECKLIST FOR TRAUMA STAR

Date _____ Patient Name_____ DOB_____ Age _____

P/U MM_____ Rescue _____ Crew _____ / _____/_____

OCA #: Weight: LZ:

CHIEF COMPLAINT
MEDICATIONS
PAST MEDICAL HISTORY
ALLERGIES

A V P U	GLUCOSE _____			
TIME	PULSE	B/P	RESP/MIN	
SAO_2	$ETCO_2$	SKIN	PUPILS	GCS

Launch Trauma Star If Any Of The Below Criteria Are Present

IF QRS Width > .12 seconds and...	✓
1) New Onset LBBB with Cardiac Symptoms?	☐
2) RBBB with ST elevation?	☐
OR Elevations in 2 or more Leads	✓
3) Anterior Wall: I ___ AVL ___ V1-V6 ___	☐
4) Inferior Wall: II ___ III ___ AVF ___	☐

Inferior Wall MI – obtain V4R
IF V4R POSITIVE WITHHOLD NITRATES
Obtain 2nd IV & give fluids if hypotensive

OPQRST
Onset of Events:
Provocation:
Quality:
Region:
Severity(1-10):
Time (Duration):
Constant_____ or Intermittent _____

TPA Exclusion Criteria
Bleeding Problems:
Previous Stroke:
Streptokinase:
Recent Surgery (w/in 6 months):
Blood Thinner: MEDICATION NAME

Pertinent History
Prior MI Date:
Angina:
Diabetes Mellitus: **YES / NO**
Nitro Taken Prior to Arrival: QTY. TAKEN
Sexual Enhancement Meds <24hrs: **YES / NO**

Field Treatment
ASA 324mg:
O_2 via NRB:
Nitroglycerin: x1_____ x2_____
Pain Medication: MEDICATION / DOSE GIVEN
Total Fluids Given: _____ml

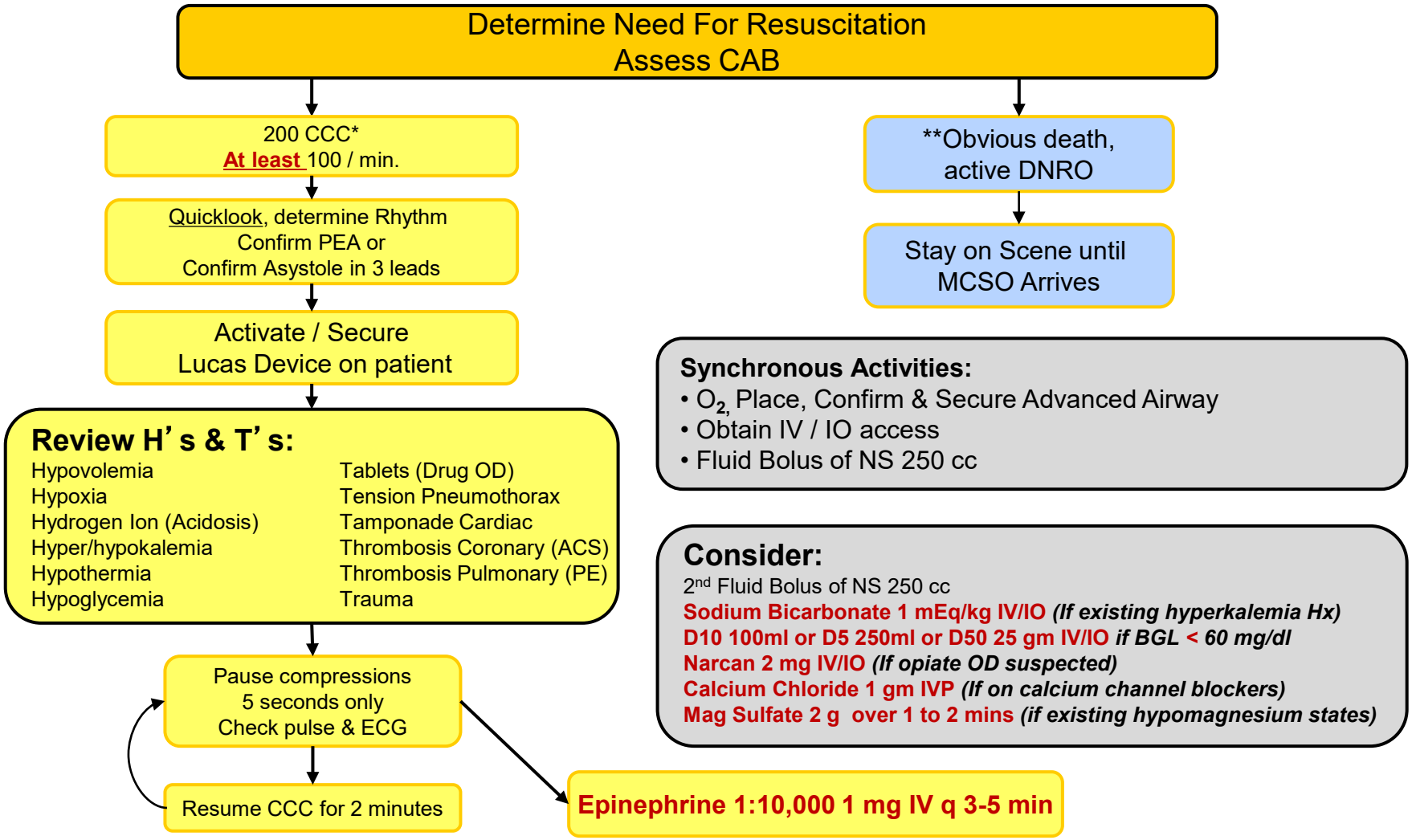
Comments:

Address: _____
SSN: _____ Insurance _____ Policy _____

CALL RECEIVING FACILITY W/ PT REPORT & ETA ***ATTACH CODE SUMMARY

PINK TO RESCUE WHITE TO FLIGHT CREW YELLOW TO HOSPITAL
MCFR-075 (02/2021)

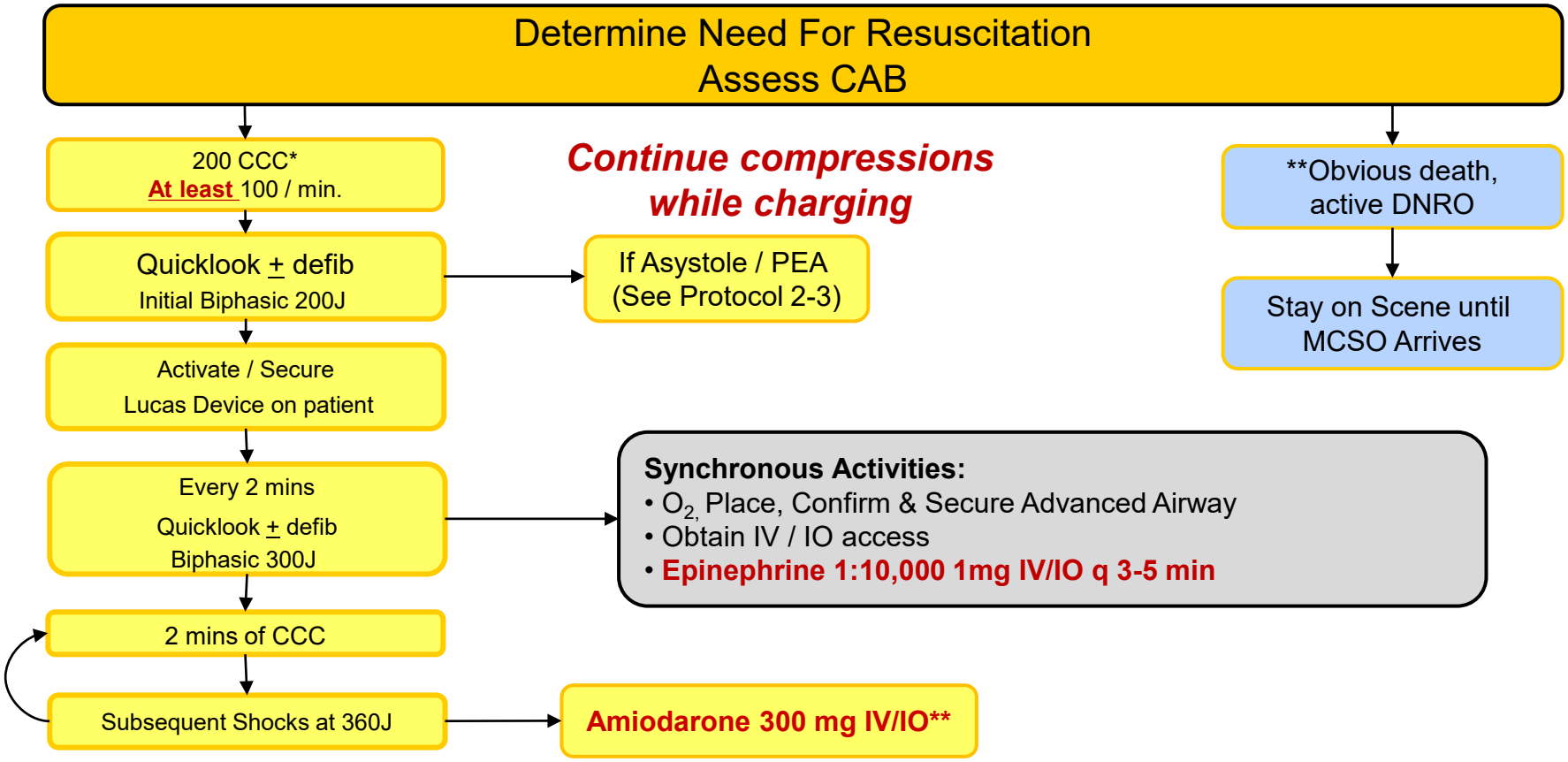
Pulseless Electrical Activity / Asystole



*CCC - Continuous Chest Compressions

**Obvious death is defined as rigormortis, lividity, injuries not compatible with life and/or decomposition.

Pulseless Arrest V-Fib. / V-Tach.



Review H's & T's:

Hypovolemia	Tablets (Drug OD)
Hypoxia	Tension Pneumothorax
Hydrogen Ion (Acidosis)	Tamponade Cardiac
Hyper/hypokalemia	Thrombosis Coronary (ACS)
Hypothermia	Thrombosis PE
Hypoglycemia	Trauma

Consider:

Magnesium Sulfate 2 gm mixed in 50 ml NS IV/IO push ***(Based on clinical presentation)***
Fluid Bolus of NS 500 cc IV /IO
Sodium Bicarbonate 1 mEq/kg IV/IO ***(If preexisting hyperkalemia Hx)***
D10 100ml or D5 250ml or D50 25 gm IV/IO ***if BGL < 60 mg/dl***
Narcan 2 mg IV/IO ***(If opiate OD suspected)***

*Continuous Chest Compressions
****Amiodarone 150 mg IV/IO** may be repeated once if V-Fib/V-Tach is persistent
***Obvious death is defined as rigormortis, lividity, signs incompatible with life and/or decomposition.

Follow Universal Patient Assessment/Care Protocol as appropriate

Special Note:
- Frequent PVCs **>** than 6/min may be normal in some patients
- Chest pain, multi-focal PVC's and couplets define a greater risk

ALS

In the setting of chest pain or ACS symptoms for:

- unifocal, multi-focal, bi-geminy, tri-geminy, couplets, salvos, and PVC's **> 12/min** with accompanying chest pain/discomfort or R on T:

Amiodarone 150 mg IV mixed in NS 100 cc on a macro drip (over 10 mins, 1.5 gtts / sec.)

Return of Spontaneous Circulation

POST ARREST RESUSCITATION

If re-arrest occurs, revert back to appropriate protocol and/or initial successful treatment

Launch Trauma Star
Check Vital Signs
Repeat Primary Assessment
Monitor $ETCO_2$

Perform 12 Lead
Follow Alert Procedure:
STEMI / ROSC / ACS

Hypotension
BP < 80 palpation

Assess Lung Sounds

Clear Lung Sounds

Place in Trendelenburg

Administer
Fluid Bolus 500cc NS

Re-assess

Consider Additional
Fluid Bolus if lungs clear

If patient still
hypotensive consider:

Crackles

If 12 lead shows NON-STEMI
Dopamine
5mcg/kg/min
up to 20 mcg/kg/min
TS - Levophed
0.5-30 mcg/min
Re-assess q 5 min

Bradycardia
HR < 60 BPM

Follow Bradycardia Protocol

Ventricular Ectopy

Allow patient several minutes to reperfuse and check for adequate oxygenation and ventilation

Consider Amiodarone
150 mg over 10 mins
(See Drug formulary 11-3)

If transport greater than 30 min, begin
Amiodarone Drip at 1mg/min
(See Drug formulary 11-3)

If the patient is stabilized begin passive cooling
(Induced Hypothermia Protocol)

ROSC - POST ARREST RESUCITATION

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ROSC - Adult Induced Cooling

Follows Post Resuscitation Protocol Return of Spontaneous Circulation (ROSC)

12 lead meets STEMI criteria

- Yes → Initiate STEMI Alert Procedure
- No → Notify hospital if not a STEMI "ROSC with Induced hypothermia"

Patient must meet all INCLUSION criteria and none of the EXCLUSION criteria

Shivering during cooling leads to warming & increases O2 consumption & should be prevented with sedation, paralytics (if avail) and pain control prior to cooling

Sedation	**Versed 5 mg - max of 10 mg**
Pain Control	**Fentanyl 1-3 mcg/kg (may repeat half original dose)**
Paralytics TS	**Pancuronium 0.05mg/kg, or**
	Vecuronium 0.5mg/kg, or
	Rocuronium 0.6 mg/kg

Apply Ice packs to: Neck, Axilla and Groin

DO NOT HYPERVENTILATE, begin ventilations at 10/min titrate to maintain $ETCO^2$ target 35-45 mmHg

Administer Cool (39.0 F) Normal Saline
Bolus 30 mL/kg to max of 2 Liters "Rapid IV Infusion"
Desired 32C -34C (89.6-93.2F)

Inclusion Criteria for Induced hypothermia:

- Non-Traumatic cardiac arrest
- ROSC post V-Fib, pulseless V-Tach
- Comatose (Non-responsive) GCS < 8
- Intubated with ETT or I-Gel

Exclusion Criteria (Contraindications):

- Known Pregnancy
- < 16 y/o
- Trauma
- Hemorrhage or Uncontrolled Bleeding
- Major surgery within 14 days
- Sepsis suspected
- Cardiovascular instability, uncontrolled arrhythmias or refractory hypotension

- Note exact time hypothermia induction started
- Monitor temperature every 10 mins.
- Record a baseline temperature, baseline must be > 34 degrees Celsius to initiate Hypothermia

Ventilation Optimization

- inspired oxygen should be titrated to reduce the risk of oxygen toxicity. maintain $SaO2 \geq 94\%$
- Avoid excessive ventilation because of the potential for reduced cerebral blood flow and the risk of high intrathoracic pressures which can lead to adverse hemodynamic effects during the post-arrest phase.

Tachycardia

Heart Rate > 150 BPM
Obtain SAMPLE history & OPQRST

- Oxygen based on O_2 Saturation
- Assess Vitals Signs
- Obtain IV (NS / KVO)
- ECG Monitor
- Pulse Oximetry / Capnography

Stable

Narrow QRS ≤ 0.12 sec.

Regular

Valsalva Maneuvers

If persistent,
Adenosine 6 mg IV with 20 cc NS Flush
If no conversion
Adenosine 12 mg IV, with 20 cc NS Flush

***TS - Dilitazem 0.25 mg/kg IV over 2 min no conversion May repeat once in 15 min**

Monitor patient

Irregular

***TS - Dilitazem 0.25 mg/kg IV over 2 min no conversion May repeat once in 15 min**

Monitor patient

Wide QRS ≥ 0.12 sec.

Regular

Amiodarone 150 mg IV over 10 min.*
May repeat once PRN

If patient becomes Unstable *Synchronized Cardioversion*

(See Procedure 9-15)

Irregular

If Torsades suspected
Magnesium 2 gm mixed in 50ml NS IV over 10 min
(See Drug Formulary 11-18)

If patient becomes Unstable *Defibrillate*

***Amiodarone may be given by mixing 150 mg into 100 cc NS / Macro (1.5 gtts /sec)**

Unstable

Immediate *Synchronized Cardioversion*

(See Procedure 9-15)

If possible Sedate w/ Versed
Sync 50j, unsuccessful
Sync 100j, unsuccessful
Sync 150j, unsuccessful
Sync 200j, unsuccessful
Repeat subsequent shocks at 200j

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Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Place patient in position of comfort
- Administer EPI-Auto Injection (If the patient has their own), may repeat in 5 min, if needed

ALS

Hives (Urticaria) / Burning / Itching / Swelling

Acute onset of hives and swelling without respiratory symptoms.

- **Benadryl 25 mg IV or 50 mg IM (max total dose 50 mg)**

Respiratory wheezes / Bronchospasm

- **Albuterol 2.5mg administered by nebulizer connected to 8 lpm O_2 q 10 min.**
  *If necessary, you may administer continuous **Albuterol***

Mild Airway Swelling / Mild Respiratory Distress / Bronchospasm / Tongue and / or Facial Swelling

- **Epinephrine 1:1,000 0.3 - 0.5 mg SQ.** ***Use with caution in patients with cardiac or hypertensive history*** Repeat dose maybe given in 5 min, if needed
- **Benadryl 25 mg IV or 50 mg IM (max total dose 50 mg) (Do not re-administer if already given for above symptoms)**
- **Albuterol 2.5mg** administered by nebulizer connected to 8 lpm O_2 q 10 min, may repeat prn.

Severe Bronchoconstriction

- **Epinephrine 1:1,000 diluted in 2 mL NS nebulized over 15 minutes**

Anaphylactic Shock

Signs & symptoms of allergic reaction combined with the loss of a radial pulse and/or SBP < 90mm/Hg

- Establish a second IV / IO
- **Epinephrine (1:10,000) 0.1mg (1ml) (diluted in 9mL of Saline) administer 1ml/min** IV/IO (titrate to effect).
- If patient remains hypotensive: **Normal Saline 1-2 L IV/IO** assess lung sounds often every 500 mL
- Administer **Benadryl and Albuterol** as noted above. **(Do not re-administer Benadryl if already given for above symptoms)**

Patients exhibiting signs and symptoms of dive sickness, barotrauma or cyanide/smoke inhalation shall be transported to a hyperbaric chamber for treatment. Contact receiving facility immediately so dive chamber personnel can be alerted.

NON-Intubated Patients shall be transported to Mariners Hospital Hyperbaric Chamber for treatment. **Contact Mariners immediately so dive chamber personnel can be alerted. Contact (305)-434-1603**

1. South of 7-mile bridge, Launch Trauma Star to transport patient by air to Mariners Hospital.
2. North of 7-mile bridge transport by ground directly to Mariners Hospital.

Intubated / Unconscious Patients shall be transported to Mercy Hospital Hyperbaric Chamber for treatment. **Contact (305) 285-2172**

1. Launch Trauma Star and contact Mercy Emergency Department (ED). Patient info should be transferred to a nurse or physician so that dive chamber personnel can be alerted.
2. Dr. Ivan Montoya, **(786) 210-7123**, is available should additional medical consultation be required.
3. *After Hours:* Otto Ramirez, (954) 319-0765 (cell)

Should Mercy not be available, alternate destination is St. Mary's

St. Mary's Hospital Hyperbaric Chamber: **Contact (561)-804-6000**

1. Launch Trauma Star and contact St. Mary's Transfer Center. Request acceptance for FL Keys dive injured patient, relay patient information to nurse, and ask to speak with hyperbaric chamber physician on call.

Symptoms occurring within first 10 minutes suggest air embolism. Symptoms include:

Arterial Gas Embolism (AGE)

- Dizziness
- Visual Blurring
- Chest Pain
- Disorientation
- Bloody Froth from nose or mouth
- Paralysis or weakness
- Unconsciousness
- Cessation of breathing

Decompression Sickness (DCS) The "Bends"

Typically, symptoms occur within 15min to 12 hours after dive but can occur up to 24 hours

Common Signs and Symptoms

- Unusual fatigue
- Skin itch
- Pain in joints or muscles of arms, legs, or torso
- Dizziness, vertigo, ringing in the ears
- Numbness, tingling, paralysis
- SOB
- Confusion, personality changes, bizarre behavior
- Tremors
- Staggering
- Coughing up bloody, frothy sputum
- Collapse or unconsciousness

See Page 2 for Treatment of Dive Emergencies

DIVE INJURIES
BAROTRAUMA / DECOMPRESSION ILLNESS-SICKNESS

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- High Flow Oxygen, 15 lpm NRB
- Pt. History to include Dive History
- Place patient in left lateral recumbent position
- Elevate feet 6-12 inches with knees bent

ALS

- Glucose check treat if **<** 60mg/dL
- Treat for hypothermia
- IV NS 500 cc/hr (Macro (10gtts set) @ 80 gtts/min)
- Transport to appropriate Hyperbaric Chamber

For Seizures

- **See Seizure Protocol 4-9**

For hypotension

- **Dopamine 2-10 mcg/kg/min**.
- Levophed (norepinephrine) @ 4-12mcg/min Titrate to maintain a systolic BP of 80 mmHg – 100 mmHg

- **Secure the patients dive gear (Dive Tank, Regulator) with Law Enforcement. MCSO; FWC etc. (take note of agency & officers name)**
- **Do not delay patient care and transport.**

DIVE HISTORY

- Number of Dives in the past 72 hours
- Depth of Dive(s) (Most important deepest dive)
- Bottom Time of Dive(s) (in minutes per dive)
- Surface interval (time between consecutive dives)
- Any airplane flight in last 24 hrs?
- In water decompression? Time___ Depth___
- Did diver attempt in water recompression (Safety Stop)? Time___ Depth___
- Onset of Symptoms? Time___
- Pre-dive and post dive activities
- Dive complications, if any
- Pre-dive and post dive activities
- Time of Onset of symptom(s)

Dive Computer should be transported with the patient

Wrist "Watch" Style



In-Line Regulator Style



Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

* Ensure Scene Safety
  - Move to safe shelter immediately if in a hazardous weather environment
  - If in cardiac arrest, begin CPR and BLS protocol with AED
  - Consider related injuries
  - Apply burn care to wounds
  - Spinal precautions - spinal motion restriction

ALS

- Follow specific dysrhythmias protocol
- If hypotensive and lungs are clear **fluid challenge 250 cc**
- **Sodium Bicarb 2mEq/Kg IV Push**
- May repeat **fluid challenge** PRN if no contraindications occur
- **Treat Seizures according to Seizure Protocol 4-9**
- **Consider Pain Management Protocol 4-7**

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

Poison Control Center -for assistance in managing specific envenomations *1-800-222-1222*

- Record the time of the bite
- Attempt to identify the insect, reptile, or animal that caused the injury, if it is safe to do so. **Do not attempt to retrieve it for the hospital or transport it in your vehicle**
- Remove any rings, bracelets, jewelry, clothing, etc. from an affected extremity prior to the onset of swelling and secure in a safe location
- Immobilize the affected area at or below the level of the heart by wrapping an ace bandage snugly around the bitten limb starting at the site of the bite, without covering the site and working towards the heart (proximal), wrapping the entire extremity. The bandage should be wrapped as snug as you would for a sprained ankle
- Monitor distal circulation assessing capillary refill and/or pulse to ensure circulation is not compromised
- Keep the patient calm and minimize patient activity
- Mark the endpoint of the initial swelling and the time directly on the skin. This should be repeated as the swelling progresses, approximately every four inches, with the time marked directly on the skin.
- **Do not apply tourniquets, cold packs, make incisions around the bite area, or attempt to suction the area**

ALS

Miami Dade Fire Rescue
Anti Venom (Venom 1)
Unit *786-336-6600*

BLACK WIDOW SPIDER BITES

For severe muscle spasms, administer:

- **Versed 5-10mg IV**

For Pain administer:

- **Fentanyl 1-3 mcg/kg**

SCORPION STINGS

- Avoid the use of narcotic analgesics such as morphine, which may increase potential for seizures and respiratory failure

*** Provide rapid transport to hospital and notify receiving facility of species for availability of anti-venom.**

Evaluate for specific signs/symptoms:

BROWN RECLUSE SPIDER BITES

- Small bleb surrounded by a white ring
- Localized pain, redness and swelling, tissue necrosis
- Most patients are unaware that they were bitten until the area becomes ischemic and ulcerates
- There is no specific pre-hospital treatment

BLACK WIDOW SPIDER BITES

- Immediate localized pain, progressive muscle spasms, patient may experience chest pain mimicking a heart attack, rigid abdomen, seizures, paralysis, perspiration or diaphoresis unexplained by the environment

SCORPION STINGS

- Mild or sharp pain which may progress to numbness, salivation, slurred speech, fasciculation's, allergic reaction, tachycardia

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

Stingrays, Catfish, Lionfish, Weeverfish, Starfish and Sea Urchins

- Immerse the affected area in non-scalding hot water to tolerance if available to achieve pain relief.
- **Do not attempt removal of embedded spines or explore the wounds**

Man-o-War, Sea Nettle, any Jellyfish, Hydroid and Fire Coral

- Rinse with seawater- Do not use freshwater, ice, or rub the skin
- If available, apply vinegar to inhibit nematocyst discharge
- Attempt to remove any visible tentacles by lifting straight up with forceps or by scraping a dull object such as the edge of a stiff card or wide adhesive tape applied to area and lifted off.
- Remove clothing if site infested and secure in a bag.
- Place area of contact in water (as hot as tolerated by patient)

ALS

If pain persists

- **Fentanyl 1-3 mcg/kg IV / IM / IN**

For wheezing

- **Consider Albuterol**

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

Heat Cramps and/or Exhaustion:

- Remove patient from warm environment
- For mild to moderate heat cramps and heat exhaustion: Encourage patient to drink salt containing fluids (i.e. half strength Gatorade® or 10K®).if patient is conscious and alert.
- Place patient in the supine position

Heat Stroke:

- Remove from warm environment and aggressively cool patient. Remove patient's clothing and cover patient with sheets soaked in ice water. Also, turn A/C and fans on high and apply ice packs to head, neck, chest and groin.
- Monitor temperature. Cool patient to 102° F, then remove wet sheets, ice packs, and turn off fans (avoid lowering temperature too much).

ALS

Heat Cramps and/or Exhaustion:

- If heat cramps are severe or patient's level of consciousness is diminished:
- Administer fluid challenge of NS 20 ml/kg IV, may repeat if needed, to a total dose of 60 ml/kg or 3 liters maximum total dose.

Heat Stroke:

- Treat hypotension with IV fluids. Administer fluid challenge of NS 20 ml/kg IV/IO, may repeat if needed, to a total dose of 60 ml/kg or 3 liters maximum total dose. ***Reassess and monitor for signs and symptoms of fluid overload during fluid administration.***
- Avoid using vasopressors and anticholinergic drugs (may potentiate heat stroke by inhibiting sweating).

HEAT RELATED EMERGENCIES

- Hyperthermia - occurs when a patient is exposed to increased environmental temperature and can manifest as heat cramps, heat exhaustion, or heat stroke. Certain drugs may cause an increase in temperature (i.e. cocaine, ecstasy, etc.
- Heat Cramps - signs and symptoms include: muscle cramps of the fingers, arms, legs, or abdomen, hot sweaty skin, weakness, dizziness, tachycardia, normal BP, and normal temperature.
- Heat Exhaustion - signs and symptoms include: cold and clammy skin, profuse sweating, nausea, vomiting, diarrhea, tachycardia, weakness, dizziness, transient syncope, muscle cramps, headache, positive orthostatic vital signs, and normal or slightly elevated temperature.
- Heat Stroke - signs and symptoms include: hot dry skin (sweating may be present), confusion and disorientation, rapid bounding pulse followed by slow weak pulse, hypotension with low or absent diastolic reading, rapid and shallow respirations (which may later slow), seizures, coma, elevated temperature above > 102°F.

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Remove from cold environment
- Remove all wet clothes and dry patient
- Protect from heat loss and wind chill
- Maintain horizontal position
- Avoid rough movement and excessive activity
- Monitor temperature
- Cover patient with wool blanket

ALS

For Severe Hypothermic Cardiac Arrest: Start CPR and Defibrillate

Adult

- VF or Pulseless VT= 200 joules.
- Subsequent defibrillations @ 300 and 360 joules

Pediatric:

- 2 joules/kg then 4 joules/kg.
- Subsequent defibrillations @ 4 joules/kg

If temperature is > 86°F:

- Treat with appropriate dysrhythmia protocol

If temperature is < 86°F:

- If patient presents in VF attempt defibrillations three times. If patient does not convert to a rhythm continue CPR and transport immediately,
- **Do Not Administer any Meds**
- **Do Not treat dysrhythmias in severe hypothermia**

**** Warm patient prior to treatment ****

COLD RELATED EMERGENCIES

Factors that predispose and/or cause a patient to develop hypothermia include: geriatric and pediatric patients, poor nutrition, diabetes, hypothyroidism, brain tumors or head trauma, sepsis, use of alcohol and certain drugs, and prolonged exposure to water or low atmospheric temperature.

Hypothermia patients can be divided into three categories:

- Mild (94-97°F)
- Moderate (86-94°F)
- Severe (<86°F).

Mild to Moderate hypothermia patients will generally present with shivering, lethargy, and stiff, uncoordinated muscles.

Severe hypothermia patients may be disoriented, confused, stuporous or comatose. Shivering will usually stop, and physical activity will be uncoordinated. In addition, severe hypothermia will frequently produce dysrhythmias (i.e. bradycardia, ventricular fibrillation).

HYPOTHERMIA

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Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Position of comfort
- Trendelenberg if hypotension and patient does not object

ALS

- **Do Not** Treat with pain medications, unless the patient has a history of Crohn's Disease or signs/symptoms of Kidney Stones
  - **Fentanyl 1-3 mcg/kg IV / IM / IN**

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Spinal motion restriction for unknown trauma
- Perform neurological stroke assessment see Stroke protocol 4-12
- Glucometer check, if < 60mg/dL See Hypoglycemic protocol 4-5

ALS

Identify cause and treat according to specific medical protocol

Hypoglycemic:

- See Hypoglycemic protocol 4-5

Suspected Alcoholism:

- Glucometer < 60 mg/dL, and no signs of stroke See Hypoglycemic protocol 4-5
- Fluid bolus NS up to 500 cc

Unclear history or Suspected Overdose:

- See appropriate protocol within Overdose / Poisoning Emergencies Section 5

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- If hypotensive place the patient in Trendelenberg if they can tolerate
- Prepare for rapid transport

ALS

- Establish two IV NS (large bore)
- Monitor for signs and symptoms of shock, if lung sounds are clear administer **250cc fluid challenge**
- Calm and reassure patient and maintain body temp with blankets
- Continue fluid challenge PRN if BP **<** 90 systolic and if lung sounds are clear
- **TS -** if patient has sustained major blood loss. administer **blood.**

Potential or Identified GI Bleed

Patients who had or are having blood loss secondary to G.I. bleeding must be watched closely for acute decompensation.

These patients often require fluid resuscitation and/or blood administration.

DO NOT place NG tube if patient is vomiting bright red blood or has confirmed esophageal/ gastric ulceration's that have recently bled, i.e. esophageal varices.

Patients may present with:

- Loss of blood in either the upper or lower tract.
- Mild anemia to severe hypovolemic shock.

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Follow Universal Patient Assessment/Care Protocol as appropriate

Signs / Symptoms Hyperkalemia

History of renal failure/dialysis who are pre-dialysis and present with:

- General Weakness
- Hypotension
- Paresthesia
- Tall peaked T-waves (most prominent early sign)
- Arrhythmias (sine wave, wide complex QRS, V-Tach, severe bradycardia, or high degree AV blocks)

ALS

Patients presenting with any of the above arrhythmias administer:

- **Albuterol** 2.5mg via nebulizer, continuous treatments. If patient is intubated, administer albuterol via bvm
- **Calcium chloride** 1 gram, slow IV/IO over 2 minutes.
- **Sodium bicarbonate** 50 meq, slow IV/IO over 2 minutes.

Hypotensive

- **Normal Saline 500mL**, **may repeat 1x prn.** Check lung sounds after each fluid bolus.

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Glucometer check, if **<** 60mg/dL administer
  1 Tube Oral Glucose PO & check Post BGL

Patient must be conscious and able to swallow with no signs of stroke

ALS

Hypoglycemic:

Oral glucose may be given if the patient is conscious and able to swallow

- Ensure IV patency prior to administration of IV Dextrose
- Glucometer **<** 60 mg/dL administer **IV / IO:**
  D10 100mL OR D5 250ml OR D50 25-50gm
- Perform a post BGL, if Glucose remains **<** 60 mg/dL administer **IV/IO:**
  D10 100mL OR D5 250ml OR D50 25-50gm

Hyperglycemic

- Glucometer **>** 300 mg/dL / suspected DKA administer:
  Normal Saline 1-2L, assess lung sounds and blood pressure every 500mL.
  AND
  Zofran: 4mg IM or slow IV/IO/IM over 2 minutes for nausea/vomiting.

A patient who has been treated for a hypoglycemic episode in which ORAL GLUCOSE has been given may be released if they meet the Criteria for Refusal of Transport.

Criteria for Patient Refusal of Transport after Treatment:

- The patient must be conscious, alert and oriented and no ETOH
- The patient must have a blood sugar of at least 80 mg/dL
- If patient is a minor an adult guardian must be present.
- Must be able to completely comprehend the nature of the illness, the risk and benefits of the proposed care and transport, and the risk and benefits of refusing transport
- There must be a demonstrated ability to eat some food to keep blood sugar up
- There must be someone at home so that patent is not left alone
- ePCR must clearly reflect the above information

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

Nausea

- Unrelieved with comfort measures, or
- Uncomfortable due to the nausea during transport or,
- Potential for airway compromise related to vomiting

Administer:

Zofran (ondansetron HCL) 4 mg slow IVP (may repeat once total max dose 8mg)

Follow Universal Patient Assessment/Care Protocol as appropriate

Many critical patients require pain assessment and management.

Treating pain early and aggressively improves the patient's outcome.

BLS

- Obtain pain rating on scale of 1-10 (reassess every 15 min)

ALS

- Hemodynamic status should be continuously monitored.
- Prior to the administration of pain medication perform a brief neurological examination

Consider prophylactic administration of an antiemetic

Zofran (ondansetron HCL) 4 mg slow IVP (may repeat once total max dose 8mg)

Moderate to severe pain administer:

Fentanyl 1-3 mcg/kg IV/IO/IM/IN over 1-2 minutes, may repeat PRN

OR

Ketamine: 0.5 mg/kg IV/IO/IM over 1-2 minutes, may repeat PRN

TS - Dilaudid: 0.5mg IV/IO (may be repeated in 0.5mg increments to a maximum of 2mg)

If Respiratory depression occurs – see Overdose protocol 5-4

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

- If necessary, apply 4-point restraints
- Verify blood glucose level, if less than 60 mg/dl treat per hypoglycemia protocol

Alcohol-induced psychosis

- **Versed 5-10 mg IM / IN or 2.5 mg Slow IV**
  AND
- **Ketamine 2mg/KG slow IV or 4mg/kg IM**

Drug induced psychosis or Excited Delirium

(PCP, MDMA/Ecstasy, GHB or CNS stimulants, cocaine, crystal meth etc.)
For sudden reversal that produces agitation, psychosis and combative or dangerous behavior:

- **Versed 5 to 10 mg IM / IN**
  AND
- **Ketamine 400 mg IM in 2 or more injection sites, if needed**

Dystonic Reaction

Intermittent spasmodic or sustained involuntary contractions of muscles in the face, neck, trunk, pelvis, extremities, and even the larynx.

Causes: antipsychotic (Haldol, Lithium, etc.), antiemetic (Compazine, Reglan, etc.) or antidepressant (Prozac, Paxil etc.) medications are responsible. A dystonic reaction can occur immediately or be delayed for hours to days.

- **Benadryl 50mg IV/IO/IM slow IV push over 2 min**

Excited Delirium syndrome:

a potentially life-threatening condition in which a person is in a psychotic and extremely agitated state.

Mentally- the subject is unable to process rational thoughts or to focus their attention.

Physically- the body's systems are functioning at such a high rate that they begin to shut down and fail.

Signs/Symptoms:

- Tachycardia
- Hypertension
- High body temperature
- Dilated pupil
- Incoherent or nonsensical speech
- Rapid or inconsistent breathing patterns
- Paranoia
- Skin changes:
  - Hot/dry skin (in the anticholinergic patient)
  - Profuse sweating (in the cocaine / MDMA / methamphetamine patient)
  - Shivering
- Inappropriate removal of clothing
- Patients who present after receiving multiple TASER or less lethal energy by law enforcement

Excited delirium patients are at high risk for sudden death and should be transported to a medical facility

Approach these patients with caution: The greatest predictor of aggressive behavior is prior aggressive behavior

PSYCHIATRIC / BEHAVIORAL
CHEMICAL RESTRAINT

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

If patient is actively seizing:

- **Versed 5-10 mg IM / IN or 2.5 mg Slow IV may repeat 1x prn**

Glucometer reading **<** 60 mg/dL treat per hypoglycemia protocol

For seizures in 2nd or 3rd Trimester of pregnancy:

- See protocol 7-6 Pre-Eclampsia / Eclampsia

Septic shock is a life-threatening emergency with a mortality rate of 20-70%, which is due to invasion of the bloodstream by gram-negative bacteria and their toxins that result in widespread proteolysis (breakdown of proteins into amino acids). This leads to pathologic activation of the coagulation system, increased capillary permeability and poor venous tone. Resulting in (as with all forms of shock) dangerously depressed peripheral tissue perfusion, circulatory collapse, and death.

Causes: peritonitis due to intra-peritoneal infection, surgical procedures, and trauma, urinary tract infections, skin infections, infected burns, abscesses, endocarditic, and immune system depression.

Symptoms: fever, difficulty breathing, hypotension, tachycardia and altered mental status.
Other associated symptoms may include skin mottling, chills, decreased (or no) urine output and multi-organ dysfunction.

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Vital signs (Monitor every 2-5 min)
- Maintain a patent airway with high flow oxygen via NRB with adequate ventilation.

ALS

- Verify blood glucose level, if less than 60 mg/dl treat per hypoglycemia protocol
- Consider intubation in patients without response to painful stimuli, hypoxia in the face of 100% oxygen, **and/or PCO2 >50.**
- Monitor vital signs and cardiac rhythm closely.
- Establish IV access via two large bore catheters

Administer

Normal Saline 250 ml until SBP > 90mmHG. Total amount should not exceed 2000ml.
Rocephin 1gm IV over 30 minutes

If SBP remains < 90 mmHG after 4th fluid bolus (1000ml) administer:

Dopamine infusion at 5-20 mcg/kg/min titrated to maintain SBP > 90 mmHg

For profound HYPOTENSION administer:

Levophed infusion 4-30 mcg/min 4 mg/250 ml (16 mcg/ml) mixed in D5W.

Sepsis Alert Checklist:

YES	NO	Blood pressure: SBP < 90 or DBP > 60mmHg
YES	NO	Respiratory Rate: <10 or > 20 breaths per minute
YES	NO	Pulse Rate: < 60 or > 90 beats per min
YES	NO	Temperature: <97.8 or > 99.1 degrees F
YES	NO	The patient has 2 or more of the following SIRS (systemic inflammatory response syndrome) variables: _____: Temperature of > 100.4 F (38C) or < 96.8F (36C) _____: Heart Rate > 90 BPM _____: Respiratory Rate > 20 breaths per minute _____: Documented infection (ex: pneumonia, UTI, MRSA) or is patient high risk (ex: nursing home, CA, immune compromised, indwelling catheter)
YES	NO	ETCO2 less than or equal to 25 mmHg

4-10

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Maintenance of proper body temperature
- Strict I/O monitoring (Input/Output)
- Control active bleeding if present
- Verify blood glucose level, if less than 60 mg/dl treat per hypoglycemia protocol

ALS

- Apply monitor, interpret ECG (obtain 12 lead if new onset cardiogenic shock)

Hemorrhagic / Hypovolemic / Anaphylactic / Septic / Neurogenic

- Establish 2 large bore IV lines
- Rapid infusion of **Normal Saline in 500 ml increments to a max of 2000 ml**
  Reassess lung sounds and BP q 250 ml
- Continue infusion if lung sounds clear and SBP less than 90 mm/Hg or MAP less than 60 mm/Hg.

Cardiogenic Shock

- **Dopamine 5-20 mcg/kg/min** Titrate to maintain a systolic BP of 90 mmHg -120 mmHg
  (400 mg/ 250 ml D5W or NS = 1600 mcg/ml)
- **TS - Levophed (norepinephrine) 4-12mcg/min** Titrate to maintain a systolic BP of
  80 mmHg – 100 mmHg (Mix 4mg/250ml D5W = 16mcg/ml)
- **TS - Epinephrine drip at 4-8 mcg/min** (1 mg/250 ml D5W = 4 mcg/ml)

If Crackles develop

- **Lasix 40mg IV may be cautiously given if systolic pressure greater than 100 mmHg**

Refer to Stroke Checklist MCFRF-073

- Perform Cincinnati Stroke Scale
  - check "Speech", "Facial Droop", and "Motor-Arm Drift"
- Any fails & Glucose > 60 - Place Trauma Star on STANDBY
- **IMMEDIATELY** move PT to Rescue then complete MEND Exam
- Any fails LAUNCH Trauma Star

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Place patient in semi–fowlers position with head elevated at 30 degrees
- Obtain time of onset

ALS

- Perform Mend Exam
- Glucometer reading is < 60 mg/dL treat per hypoglycemia protocol 4-4
- **TS see protocol 14-4 Hypertensive Disorders**

STROKE CHECKLIST FOR TRAUMA STAR

Date _____ Pt. Name_____ DOB_____ Age _____ P/U MM_____ Rescue ____

Crew _____ / _____ OCA #: Weight: LZ:

LAST TIME PT SEEN WITHOUT SYMPTOMS _____ (≤ 24 HRS)	WITNESS NAME / WITNESS PHONE #	A V P U	GLUCOSE _____
CHIEF COMPLAINT	MEDICATIONS	ALLERGIES	PAST MEDICAL HISTORY

TIME	PULSE	B/P	RESP/MIN	SAO_2	$ETCO_2$	SKIN	PUPILS	GCS	EKG

CINCINNATI Stroke Scale	✓
SPEECH (Check box indicating response)	
"You can't teach an old dog new tricks"	
Repeats Sentence Correctly	
Aphasic (Wrong or Inappropriate Words)	
Dysarthria (Slurred or Unable to Speak)	
CRANIAL NERVES	
Facial Droop: Show Teeth or Smile	
Normal = No Facial Droop	
Abnormal = *Left* Sided Droop	
Abnormal = *Right* Sided Droop	
LIMBS (Motor)	
Arm Drift: Close eyes, Hold both arms out	
Normal = No drift	
Abnormal + *Left* drift or unable to move	
Abnormal + *Right* drift or unable to move	

*Any fails & Glucose >60 - Trauma Star on STANDBY
*IMMEDIATELY move PT to Rescue then complete MEND Exam

MEND Exam		✓
Only Check Box IF ABNORMAL		
SPEECH		
"You can't teach an old dog new tricks"		
Question Patient for: Age, Month		
Commands: Close Eyes, Open Eyes		
CRANIAL NERVES	**L**	**R**
Facial Droop: Show Teeth or Smile		
Visual Fields: Four Quadrants		
Horizontal Gaze: Side To Side		
LIMBS (Motor)	**L**	**R**
Arm Drift: Close eyes, Hold both arms out		
Leg Drift: Opens eyes and lifts each leg separately		
SENSORY (Ask patient to close eyes) Arms: Check sensation by touch then pinch		
Legs: Check sensation by touch then pinch		
COORDINATION: Arms: Finger to nose		
Legs: Heel to Shin		

* Any fails LAUNCH Trauma Star

Address: _____
SSN: _____ Insurance _____ Policy _____

IV NS KVO	Gauge	Site	Y	N
O_2 LPM			Y	N
ELEVATE HEAD 30°			Y	N
ETA HOSP:	HOSP Contacted		Y	N

LEAD PARAMEDIC SIGNATURE:

COMMENTS:

CALL RECEIVING FACILITY W/ PT REPORT & ETA ***ATTACH CODE SUMMARY

PINK TO RESCUE WHITE TO FLIGHT CREW YELLOW TO HOSPITAL
MCFR-073 (02/2021)

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

- If possible, have Law enforcement gain physical control of the patient.
- If necessary, apply 4-point restraints
- Verify blood glucose level, if less than 60 mg/dl treat per hypoglycemia protocol
- Maintain SPo2 95% and ETCo2 35-45 mmHg
- Obtain IV/IO access

Violent / Combative Patient

- **Ketamine 400 mg IM** in 2 or more injection sites May repeat 1 x prn
  OR
- **Ketamine 200 mg IV/IO** (Max single IV dose 200mg) May repeat 1 x prn

If patient begins to wake up

- **Versed 2.5mg slow IV / IO** or if no IV/IO access **5 to 10 mg IM / IN**

Suspected:

Trauma / Head Injury

See Head Injury / Increased ICP protocol 6-11

Alcohol / Drug Psychosis / Excited Delirium

See Psychiatric/ Behavioral – Chemical Restraint protocol 4-8

Approach these patients with caution: The greatest predictor of aggressive behavior is prior aggressive behavior

Follow Universal Patient Assessment/Care Protocol as appropriate

Common Beta Blockers include:

Atenolol, Carvedilol, Metoprolol, and Propranolol.

In addition to the treatment listed below, the Florida Poison Information Center should be contacted for further assistance and/or medical control.

BLS

- **Contact POISON CONTROL 1-800-222-1222**

ALS

Considerations poison control may recommend

Hypotensive

- **Normal Saline 1-2L.** Assess lung sounds and blood pressure q 500mL

Nausea/Vomiting

- **Zofran 4mg IM or slow IV/IO,** can be administered prn

Bradycardia / Heart Blocks (Refractory)

- **Transcutaneous Pacing** Start rate at 60 BPM and increase prn to maintain B/P
- **Dopamine 5-20mcg/kg/minute.** Titrate to maintain a systolic blood pressure of 90

BETA BLOCKER OVERDOSE

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Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Ensure Scene Safety
- **Contact POISON CONTROL 1-800-222-1222**

Common Calcium Channel Blockers include:

Norvasc, Cardizem, Cardene, and Procardia

ALS

Hypotensive

- **Normal Saline 1-2L, may repeat 1x prn.** Assess lung sounds and BP every 500 mL.
- Consult with Poison Control for further orders.

Considerations Poison Control May Recommend

- **Calcium Chloride 1g slow IV/IO.**
- **Transcutaneous Pacing** For refractory bradycardia and heart blocks, start rate at 60 BPM and increase prn to maintain B/P.
- **Dopamine 5-20mcg/kg/minute**. Titrate to maintain a systolic blood pressure of 90 mmHg.

CALCIUM CHANNEL BLOCKER OVERDOSE

Dispatch on-duty Battalion Chief for access to Cyanokits. Multi-dose kits are carried in the Battalion Chiefs

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Patients with burns should be treated accordingly

ALS

- Administer **Cyanokit**

See Cyanokit Drug Formulary 11-8 for procedure

Common Signs of Cyanide Poisoning

- Headache
- Dyspnea
- Chest tightness
- Confusion
- Nausea

Common Symptoms of Cyanide Poisoning

- Altered mental status
- Mydriasis (dilated Pupils)
- Bradypnea/Apnea (late)
- Hypotension (late)
- Vomiting
- Seizures or Coma
- Tachypnea/Hyperpnea (early)
- Hypertension (early)
- Cardiovascular collapse

Criteria for Antidotal Treatment: Cyanide or Smoke Inhalation

- Exposed to products of combustion in an enclosed space
- Soot present in their nose, mouth, or sputum
- Altered mentation
- Does not meet trauma alert criteria
- ≥18 years old

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Ensure Scene Safety
- **Contact POISON CONTROL 1-800-222-1222**

ALS - OVERDOSE

- Secure airway Positioning, suction, NPA/OPA, intubate or insert a SGA as needed.
- Maintain an SpO2 of 94% and EtCO2 levels between 35-45 mmHg

NARCOTIC Overdose - For respiratory depression ONLY

- **Narcan 2 mg IV (max 4mg/10 mins)** ***Patient must be 4-point restrained***

BENZODIAZEPINE Overdose TS ONLY

(Use with caution in dependency patients)

Romazicon (Flumazenil)

- **0.2mg Slow IVP**
- **after 30 sec, 0.3mg Slow IVP**
- **after 1 min 0.5 Slow IVP**
- **May repeat q 20min to a total of 3mg**

STIMULANTS / Crack Cocaine or Cocaine OD

To control agitation and seizures

- **Versed 5-10mg IV / IM / IN**

OVERDOSE – NARC / BENZO / STIMULANT

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Remove contaminated clothing
- Irrigate eyes first with copious amounts of Normal Saline. Have patient lay supine during irrigation to prevent washing more chemical into eyes. ***Consider utilizing a Nasal Canula connected to NS and place on bridge of nose.***
- Irrigate face with copious amounts of Normal Saline. Continuously as needed
- Apply cold pack to face/eyes to reduce swelling
- **Contact POISON CONTROL 1-800-222-1222**

ALS

- Monitor airway, suction nasal and oral secretions if necessary
- Assess for injury/illness and treat per specific protocol
- Observe for signs of Excited Delirium **(See Protocol 4-8)**
- Obtain temperature
- If transport is deemed necessary and patient is combative: restrain with 4-point restraints onto a long spine board

Approach these patients with caution: The greatest predictor of aggressive behavior is prior aggressive behavior

Transport patients with any one of the following:

- Evidence of excited delirium (euphoria, paranoia, unusual strength, disrobing, or sudden onset of lethargy after resistance)
- Persistent, abnormal vital signs
- History of findings consistent with amphetamines or hallucinogenic drug use
- Altered LOC or aggressive, violent behavior including resistance to evaluation
- Evidence of hyperthermia; and abnormal subjective complaints, including chest pain, SOB, nausea or headaches
- Patients that have been sprayed with Pepper Spray need to be transported in the **face up position to avoid positional asphyxia**
- Be cautious with patient's that have an Asthma and/or Cardiac history; pepper spray can exacerbate these conditions

PEPPER SPRAY CONTAMINATION

Dr. Sandra Schwemmer, D.O.

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Ensure Scene Safety
- **Contact POISON CONTROL 1-800-222-1222**

ALS - POISONING

ORGANOPHOSPHATES

- Ensure decon / clothing removal
- Seizures/SLUDGE symptoms:
- **Atropine IV 1 mg increments up to 20 mg**
  or until pupils dilate and seizures stop. (Atropinization)

OR

If available

- **Duo-Dote up to 3 auto injectors may be used**
  see drug formulary 11-12 for procedure

Signs & Symptoms of a Nerve Agent Exposure S-L-U-D-G-E-M

S-Salivation
L=Lacrimation (tearing)
U-Urination
D-Defecation
E-Emesis
M-Miosis (pinpoint pupils)

Organophosphates are included as an exposure to a nerve agent.

PETROLEUM PRODUCTS

- Danger of pulmonary aspiration
- Some petroleum distillates are better left in the stomach

ACIDS or ALKALI

- Use milk or water to dilute
- No emesis is desired
- Do not over feed them with milk or water
- No NG tube

POISONINGS

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Ensure Scene Safety
- **Contact POISON CONTROL 1-800-222-1222**

TCAs cause death primarily through lethal arrhythmias. A wide QRS is an ominous sign and must be treated with Sodium Bicarbonate.

Common Tricyclic Antidepressants include:

Amitriptyline, Desipramine, and Doxepin

Signs of significant TCA overdose include:

Coma, **C**onvulsions (seizures), **C**ardiac arrhythmias & **A**cidosis.

ALS

Unconscious

Low B/P; respiratory rate **<** 8/min

- Intubate ETT and hyper-oxygenate, maintain an SpO2 of 94% and EtCO2 levels between 35-45 mHg.

Hypotensive

- **Normal Saline 1-2L**, may repeat 1x prn. Assess lung sounds and BP every 500 mL.
- Consult with Poison Control for further orders.

QRS complex greater than .10 seconds (2.5 small boxes)

- **Sodium Bicarbonate 50 mEq slow IV/IO** every 5 minutes until ECG changes are resolved. (Max150 mEq)

TRICYCLIC OVERDOSE

Follow Universal Patient Assessment/Care Protocol as appropriate

Abdomino-pelvic Injuries

Penetrating injuries

- Cover with an occlusive dressing (Vaseline gauze)

Evisceration

- Cover organs with saline soaked sterile dressing
- Cover with an occlusive dressing (Vaseline gauze)
- Do not attempt to put organs back into abdomen

Pelvic Fracture

- Assess and treat for shock.
- Do not perform a pelvic rock. Assess the pelvis by applying gentle pressure anterior to posterior and from the sides to identify crepitus or instability. **Do not repeat.**
- Stabilize if possible.
- A scoop stretcher should be used whenever possible to move patients with suspected pelvic fracture. Splint in position of comfort with pillow and blankets. Reassess neurovascular status after repositioning of patient's extremity.
- **Consider Pain Management Protocol 4-7**
- **TS apply T-POD pelvic stabilizer** see procedure 17-7

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Control bleeding with direct pressure and elevate affected limb/area. **Do not compromise direct pressure to elevate limb.**
- Apply C.A.T.® (tourniquet) **See Tourniquet (C.A.T.) Procedure 9-16**
- Gather and rinse grossly contaminated amputated parts and skin in Normal Saline and wrap in dry sterile gauze
- Place gauze wrapped parts in a clear plastic bag
- Place ice packs over **OR** under the plastic bag (not both)
- Partial amputations should be splinted in anatomical position
- Trendelenberg for hypotension, if patient can tolerate

ALS

- IV (maintain systolic BP 90 palp) (Largest bore possible)
- **See Pain Management Protocol 4-7**
- **TS -** if patient has sustained major blood loss. administer **O negative blood** OR type specific if already being administered

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Assessment & history of burn
- Assess body surface area (BSA) using Rule of Nines
- Stop the burning process by irrigating with copious amounts of room temperature water or normal saline for 1-2 minutes. Never apply ice directly to burns.
- Apply Water-Jel burn sheets for burns < 10% BSA (TC)
- Do not attempt to remove tar, clothing, etc., if adhered to the skin.
- Remove jewelry and watches from burned area.

ALS

- Rinse 2nd degree areas of < 10% & intact blisters with care not to rupture blister sacs
- Monitor the airway closely and consider early intubation for patients with respiratory involvement: hoarse voice, singed nasal hairs, carbonaceous sputum in the nose or mouth, stridor or facial burns.
- Consider CO and/or Cyanide Poisoning.
- **Consider pain management protocol 4-7 avoid IM route for medication administration.**

Follow Universal Patient Assessment/Care Protocol as appropriate

2nd and 3rd degree burns to > 15 % body surface area meets Trauma Alert Criteria

BLS

- Assessment & history of burn
- Assess burn type and BSA by Rule of Nines
- Apply dry sterile dressings for burns >10% BSA (TC)
- **DO NOT USE BURN GEL ON ruptured 2ND OR 3RD DEGREE BURNS**
- Do not attempt to remove tar, clothing, etc., if adhered to the skin.
- Remove jewelry and watches from burned area.

ALS

- Stop the burning process by irrigating with copious amounts of room temperature water or normal saline for 1-2 minutes. Never apply ice directly to burns. Cool the patients burn area only for 30-60 sec intervals PRN to avoid hypothermia
- Apply appropriate size dressing to burns and cover with a dry sheet
- Wrap entire patient in dry clean sheet to prevent wicking
- If hypotensive administer **20cc/kg bolus**, maintain systolic BP 90 palp
- **See pain management protocol 4-7 avoid IM route for medication administration.**
- Consider CO and/or Cyanide Poisoning.

AGGRESSIVE AIRWAY CONTROL FOR PATIENTS WITH SIGNS OF INHALATION INJURY:

- Monitor the airway closely and consider early intubation for patients with respiratory involvement: hoarse voice, singed nasal hairs, carbonaceous sputum in the nose or mouth, stridor or facial burns
- **See Airway Management Protocol 1-1 or Endangered Difficult Airway Protocol 1-2**

Dr. Sandra Schwemmer, D.O.

BURNS: 2ND & 3RD DEGREE

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

- **Consider pain management protocol 4-7** avoiding IM route for medication administration.

CHEMICAL BURNS

- Remove patient's clothing and ensure that the patient is decontaminated prior to transport, in order to avoid contaminating personnel and equipment
- Irrigate liquid chemical burns with copious amounts of water or sterile saline. Brush off dry chemicals prior to irrigation. Personnel shall wear protective clothing and/or respiratory protection as needed when removing chemicals.
- EYES -Irrigate copiously ***Consider utilizing a Nasal Canula connected to NS and place on bridge of nose.***

ELECTRICAL BURNS

- Treat associated burns as indicated.
- If patient is in cardiac arrest, follow appropriate protocol.
- **See Electrocution / Lightning Protocol 3-3**

Chemtrec 1-800-262-8200

Poison Control 1-800-222-1222

Follow Universal Patient Assessment/Care Protocol as appropriate

Chest Trauma

This protocol covers both blunt and penetrating chest trauma and should be part of initial resuscitation if breathing is compromised.

Penetrating injuries

Penetrating injuries to the chest or upper back should be covered immediately with an occlusive dressing (Vaseline gauze).

Impaled object

Do not attempt to remove an impaled object (stabilize with bulky dressing, etc.). If impaled object is very large or unwieldy, attempt to cut object to no less than six inches from chest.

Open Pneumothorax (Sucking Chest Wound)

- Apply a vented chest seal or occlusive dressing to all open chest wounds and monitor for signs & symptoms of a tension pneumothorax. Apply on expiration if possible.

Tension Pneumothorax:

Tachypnea, tachycardia, altered mental status and absent or diminished breath sounds on the affected side, cyanosis

- **Perform Needle decompression**

See Chest Decompression Procedure 9-2

Massive Hemothorax:

Flat neck veins, pallor, hypotension, delayed to absent cap refill, tachycardia and absent breath sounds on the affected side

- IV NS x 2 Large Bore
- **250cc fluid challenge** IV bolus with NS (or 20cc/kg fluid challenge)

Flail Chest (massive)

Massive flail chest with severe respiratory compromise, intubate and assist ventilations If flail chest does not cause severe respiratory compromise, stabilize externally using ipsilateral arm in sling and swathe.

Traumatic asphyxia

- Establish two large bore IVs.
- Consider **Sodium Bicarbonate (8.4%) 1 mEq/kg IV**
- If crushing object is still on patient, infuse a minimum of one (1) liter of fluid before attempting to lift object off of patient.

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

No significant mechanism of injury (MOI) and Adult patients only

The following criteria shall be used to determine if a patient may be considered for a Range of Motion clearance for C-Spine. Patients must meet all criteria and have no pain on active and passive ROM.

The paramedic shall perform the following Hx and exam:

- No loss of consciousness or evidence of ETOH or drug intoxication noted
- The patient must be alert to time, place & events and be without a distracting injury such as facial injuries or fractures
- The patient must have no neck or back pain prior to ROM exams
- With passive rotation from right to left, the neck is without pain
- With passive flexion and extension of the neck, the neck is without pain
- With active rotation from right to left, the neck remains without pain
- With active flexion and extension of the neck, the neck remains without pain
- During any part of the exam if the patient complains of neck or back pain, immediately stop the exam and proceed with complete spinal motion restriction with c-collar, board, head-blocks and straps per protocol and transport to appropriate facility
- If the above exam is completed without pain, then the patient may continue to be treated without c-spine precautions

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

- Determine mechanism of injury (MOI) and evaluate
- **Consider Pain Management Protocol. 4-7**
- Assess and treat for shock
- PMS, color, temperature, capillary refill, crepitus
- Open wounds, exposed bone ends, or amputations should be covered with a moist sterile dressing.

Extremity Trauma

- Gross contamination such as leaves, or gravel should be removed if possible.
- Control external severe extremity hemorrhage (direct pressure, Combat Application Tourniquet (C.A.T.)
- Severe junctional hemorrhage (e.g., neck, axillary, thoracic, abdominal, pelvis and groin) and any other severe external hemorrhage that is not able to be easily controlled using C.A.T. shall be controlled using a hemostatic dressing. Pack wound with hemostatic dressing and maintain pressure for a minimum of one minute.
- Remove jewelry or watches from the affected extremity.

See Tourniquet (C.A.T.) Procedure 9-16

Extremity Fractures

- Immobilize the entire limb for all suspected extremity fractures or dislocations (document PMS before and after splinting). For critical patients, splinting can be accomplished via backboard.
- Fractures should be splinted in the position found, unless there is no pulse present or the patient cannot be transported due to the extremity's unusual position. No more than two attempts can be made to place the injured extremity in a normal anatomical position. Discontinue attempts if the patient C/O severe pain or if there is resistance to movement felt. Reassess neurovascular status after repositioning of patient's extremity.
- Elevate extremity and apply ice packs.

Femur Fractures

- Apply a Sager Traction Splint for mid-shaft femur fractures **unless:**
  - Patient has additional life-threatening injuries
  - There is also a suspected pelvic fracture, hip fracture, or fracture distal to mid shaft femur
  - There is an open femur fracture
  - There is an avulsion/amputation of the ankle or foot
- Reassess neurovascular status after repositioning of patient's extremity.
- Document PMS before and after application of the Sager Splint.

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

CHEMICAL EXPOSURES

- Remove contact lens if present.
- Irrigate the affected eye(s) with Normal Saline. ***Consider utilizing a Nasal Canula connected to NS and place on bridge of nose***
- Be careful not to contaminate the unaffected eye with runoff.
- **Consider Pain Management Protocol 4-7**

PENETRATING EYE INJURIES

- Stabilize any penetrating object.
- Cover **both** eyes with gauze and an eye shield.
- **Consider Pain Management Protocol 4-7**

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

- Determine mechanism of injury (MOI) and evaluate
- **Consider Pain Management Protocol 4-7**
- Assess and treat for shock
- PMS, color, temperature, capillary refill, crepitus

Hip Fractures

Consider hip fractures in any elderly patient who falls and complains of pain in the knee, hip or pelvis.

- A scoop stretcher should be used whenever possible to move patients with a suspected hip fracture. Splint in position of comfort with pillows and blankets. Reassess neurovascular status after repositioning of patient's extremity.
- Sager Traction splints should not be used on suspected hip fractures.
- Assess and treat for pelvic fractures and shock prn.

Hip Dislocations

Patients with posterior hip dislocations most often present with the leg flexed and internally rotated and will not tolerate having the extremity straightened. Anterior dislocations present with lateral rotation and shortening of the affected leg.

- A scoop stretcher should be used whenever possible to move patients with suspected hip dislocations. Splint in position of comfort with pillow and blankets. Reassess neurovascular status after repositioning of patient's extremity.
- Traction splints should **not** be used on suspected hip dislocations.
- Assess and treat for pelvic fractures and shock prn.

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Spinal motion restriction
- Glasgow Coma scale for all head injuries
- Head injury patients are at increased risk for vomiting and seizures. Ensure adequate oxygenation and ventilation.
- Administer high flow oxygen and maintain EtCO2 levels between 35-45 mmHg.
- Ventilatory rate for adults: 10 breaths/min
- Bleeding / scalp lacerations apply a pressure dressing or direct pressure along the wound edges. DO NOT apply pressure dressings to depressed or open skull fractures, unless significant hemorrhage present (may cause increased ICP)

Signs of Increased ICP and/or Herniation

- A decline in the GCS of two or more points
- Development of a sluggish or nonreactive pupil
- Paralysis or weakness on one side of the body
- **Cushing's Triad:**
  - Systolic hypertension / Widening pulse pressure (increasing systolic, decreasing diastolic)
  - Irregular Respirations (Change in respiratory pattern)
  - Bradycardia

ALS

- Head injury patients with a GCS of 8 or less should be intubated.
- If patient is combative **see Violent/Combative Protocol 4-13** to decrease the risk of increasing ICP and spinal injury.

Fluid Resuscitation

- SBP of 110-120 should be maintained for patients with a severe head injury (GCS of 8 or less), even if the patient has associated penetrating trauma with hemorrhage.

Increased ICP and/or Herniation

- Provide controlled mild hyperventilation at 20 breaths/minute (1 breath every 3 seconds)
- Maintain EtCO2 at 30-35 mmHg, Consider Advanced Airway Management
- Elevate head of the stretcher at a 30-degree incline.
- If patient is posturing, then Hyperoxygenate to maintain $ETCO^2$ of 35-45 mmHg
- If patient is intubated, they need to be ventilated to a $ETCO^2$ of 35mmHg
- **Treat Seizures according to Seizure Protocol 4-9**

If signs of acute increased ICP or a pt has a blown pupil consider:

- **Lasix 40mg IV** push slow
- **Solu-medrol 125mg** slow IV push over 2 min
- Calculate GCS for all head injuries

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Pertinent history (duration of submersion, depth, water temperature, possible seizure, drug and/or alcohol use).
- Maintain body temperature, dry and warm patient

ALS

Non-Fatal Drowning

Patients that have been submerged in fresh or salt water and may or may not be conscious.

- All non-fatal drowning patients must be transported to the hospital.
- Significant / prolonged submersion injuries or patients with moderate to severe respiratory distress meet Trauma Alert criteria
- Delayed death or complications due to pulmonary edema or aspiration pneumonia may occur.
- Follow appropriate cardiac arrhythmia protocol prn.
- Treat dysrhythmias per specific protocol

Conscious

- **CPAP 10 Peep** for pulmonary edema secondary to non-fatal drowning (for patients greater than 30 kg).

Hypotensive with clear lung sounds

- **Normal saline: 1-2L** Assess lung sounds and blood pressure every 500ml.

Hypotensive with pulmonary edema

- **Dopamine: 5-20mcg/kg/min**, titrated to maintain a sbp of 90 mmhg.

FATAL DROWNING

- Follow appropriate cardiac arrest protocol.
- Drowning is treated as a **SECONDARY ARREST**. Immediate **VENTILATION** is a priority.
- If ROSC is obtained, induce hypothermia (ICE) only if patient's temperature is normothermic or hyperthermic.

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Ensure Scene Safety
- Approach these patients with caution: The greatest predictor of aggressive behavior is prior aggressive behavior

ALS

- Assess for injury/illness and treat per specific protocol

IF PRONGS EMBEDDED

- **Do Not Remove Prongs (Transport is deemed necessary)**
- Stabilize prongs with 4x4's and tape

PRONGS NOT EMBEDDED: (removed prior to EMS arrival)

- Assess patient and determine if transport is deemed necessary
- Restrain patient as needed
- If other findings inconclusive apply monitor and perform 12 lead to r/o cardiac involvement.
- Obtain temperature
- Confirm 4-point restraint security
- If no abnormal vital signs or complaints, prongs are not embedded and transport to ED is deemed not necessary, have patient sign release form and turn over to Law Enforcement.

Transport patients with any one of the following:

- Evidence of excited delirium (euphoria, paranoia, unusual strength, disrobing, sudden onset of lethargy after resistance)
- Persistent, abnormal vital signs
- History of findings consistent with Amphetamines or hallucinogenic drug use
- Cardiac history
- Altered LOC or aggressive, violent behavior including resistance to evaluation
- Evidence of hyperthermia; and Abnormal subjective complaints, including chest pain, SOB, nausea or headaches
- Excited delirium patients are at high risk for sudden death and should be transported to a medical facility

TASER INJURY

ALS

Refer to the color-coded Trauma Scorecard Methodology: Trauma Alert Criteria Form MCFRF - 096

ADULT TRAUMA CRITERIA

- Meets color-coded triage system of **1 RED** or **2 BLUES**
- GCS of ≤ 13, excluding those with known ≤ 13 as their normal level of consciousness
- Patient does not meet any of the criteria listed but, in the judgment of the EMT or Paramedic, should be transported as a Trauma Alert

WHEN CALLING A TRAUMA ALERT DISPATCH SHOULD BE NOTIFIED OF THE FOLLOWING:

- Launch Helicopter
- MOI (Mechanism of Injury)
- LZ location
- Patient Weight
- The medic shall document the trauma alert on a Monroe County Fire Rescue Trauma Alert Form (MCFRF-096) and turn it over to the receiving facility or transporting unit per Florida Chapter 64J-1.014

When calling a Trauma Alert based on paramedic judgment, use assessment findings such as deep palpation of chest and abdomen: findings such as pain, tenderness guarding or rebound tenderness are suggestive of blunt trauma with occult bleeding.

MCFR ADULT TRAUMA CRITERIA FORM

Date _____ Crew _____ / _____

Patient Name _____ DOB _____ Age ____

Time of Injury _____ P/U MM _____ Rescue Unit # _____

Launch Trauma Star & relay:
OCA #: MOI:
Weight: LZ:

GCS =

EKG | BGL | ETCO2 | SA02 | RESP | BP | PULSE | TIME

ALLERGIES | MEDICATIONS | MEDICAL HX | PUPILS | SKIN

Address: _____ Policy _____ Insurance _____ SSN: _____

ANY ONE = TRAUMA ALERT (only choose one)

AIRWAY	Active Airway Assistance[1] **OR** Respiratory Rate < 10 or > 29 Drowning or Non-Fatal Drowning	☐
CIRCULATION	No Radial Pulse BP < 90 **OR** BP < 110 in Patient over 65 y/o	☐
DISABILITY	GCS ≤ 13 • Paralysis • Suspicion of Spinal Cord injury • Loss of Sensation	☐
SOFT TISSUE	• 2nd or 3rd Degree Burns ≥ 15 % TBSA • Amputation at or above the Wrist or Ankle • Any Penetrating injury to the Head, Neck, or Torso[2] • Dislocation of Hip, Knee or Ankle • GSW or Penetrating injury to Extremities at or above Knee or Elbow • Chest Wall instability or Deformity (Flail Chest) • Crushed, Mangled, De-gloved or Pulseless Extremity	☐
LONG BONE FRACTURES	2 or more Long Bone Fractures[3]	☐
MECHANISM OF INJURY	• Severe Facial injury/Fractures w/potential Airway Compromise • Electrocution or Lightning injury w/ LOC or Visible Signs of injury • Blunt ABD or Chest trauma in patient w/ HX of Paralysis (Paraplegia/Quadriplegia) • Pregnancy ≥ 20 weeks w/ ABD pain and Blunt Trauma	☐

ANY TWO = TRAUMA ALERT (only choose two)

CIRCULATION	Patients w/Renal Failure on Dialysis	☐
DISABILITY	Head injury w/LOC, Amnesia or New Altered Mental Status	☐
SOFT TISSUE	• Soft Tissue Loss injury (crush, de-gloving) or Deep Flap Avulsion > 5 inch • Penetrating injury to the Extremities **Distal** to the Elbow or Knee	☐
LONG BONE FRACTURES	Single Long Bone Fracture due to MVC or in a Patient on Anticoagulants	☐
	≥ 55 Years Old	☐
MECHANISM OF INJURY	• Ejection from Automobile, Motorcycle, Golf Cart or Horse • Blunt Head, Chest or ABD Trauma in Patients on Anticoagulants • Death in Same Passenger Compartment • Intrusion, including Roof >12 inches on Occupant Site or > 18 inches of Any Site into Passenger Compartment. • Fall ≥ 10 Feet • Auto vs Pedestrian/Bicyclist, Thrown, Run Over or w/ impact > 20 MPH • Motorcycle, Golf Cart or ATV Crash > 20 MPH	☐

If above criteria are not met & patient condition warrants a trauma alert. Select paramedic judgment, include brief description.

Paramedic Judgment: _____ ☐

1. *Airway assistance includes manual jaw thrust, continuous suctioning, or use of other adjuncts to assist ventilatory efforts.*
2. *Excluding superficial wounds in which the depth of wound can be determined.*
3. *Long bone fracture sites are defined as the (1)shaft of the humerus, (2) radius and ulna, (3) femur, (4) tibia and fibula*

COMMENTS: _____

*****CALL TRAUMA CENTER W/ PT REPORT ***ATTACH CODE SUMMARY*****

WHITE – FLIGHT CREW YELLOW – TRAUMA CENTER PINK – RESCUE

MCFRF – 096 (06/2021)

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Position mother in left lateral recumbent position until delivery
- Prepare warmed infant area: Turn off AC, foil, thick blanket.
- Maternal history
- Due date or last menstrual cycle
- Gravida/Para
- Status of membranes
- Timing of contractions
- Any complications during this pregnancy
- Prenatal care

ALS

Meconium Staining

Meconium will appear as a yellow to dark green substance that may be noted as a greenish tint to the amniotic fluid or a thick dark green substance coming from the vagina or covering the neonate's head.

- If upon delivery of the head there is meconium staining present, use a bulb syringe to clear secretions from the mouth and then nose before delivery of the shoulders.
- Meconium aspirators are rarely needed, however consideration for usage may be given in patients whose airway is obstructed by meconium that cannot be cleared by simpler methods.

CHILD BIRTH PROCEDURES:

- Support infant's head to prevent explosive delivery
- Gently break amniotic sac, if not already ruptured
- If cord is wrapped around neck, attempt to slip over infant's head. If unable to slip over head, place clamps 2" apart and cut between clamps
- Suction mouth first, nose, then pharynx
- Dry infant vigorously, cover head, wrap in blankets and place on mothers' chest or stomach.
- Note time of delivery
- **Delay clamping / cutting cord** until 1-3 minutes after birth, unless the neonate is asphyxiated and needs to be moved immediately for resuscitation.
- Clamp umbilical cord at 6" and 8" from baby and cut between clamps.
- Assess APGAR score at 1 minute and 5 minutes
- Perform infant exam: ensure adequate airway, breathing, maintain warmth
- Assess Mother for vaginal bleeding
- Perform fundal massage: gently externally massage top of uterus at or near umbilicus
- If placenta delivers, retain for hospital
- Reassess mother and infant frequently

All OB patients south of the 7 Mile Bridge will be transported to Lower Keys Medical Center

CHILDBIRTH - LABOR AND DELIVERY

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Due date or last menstrual cycle
- Gravida/Para
- Status of membranes
- Timing of contractions
- Any complications during this pregnancy

ALS

ABNORMAL PRESENTATION or PREMATURE LABOR:
(Between 20-36 weeks gestation)

- To delay birth, fluid bolus 500cc NS
- Transport mother in left lateral recumbent position to appropriate facility

BREECH DELIVERY:

- High flow O_2; supine position with pelvis elevated above the level of her head
- If infant's body delivers and head will not deliver, insert a finger into the infant's mouth and pull the chin to the chest
- Have the mother push and deliver infant

PROLAPSED CORD:

- Place the mother in face down/knee-chest position (dangerous position during transport) or keep her supine with pelvis elevated above the level of her head
- Place gloved hand against infant's head to allow cord perfusion
- Wrap cord in sterile moist bandages

LIMB PRESENTATION:

- High flow O_2; supine position with pelvis elevated above the level of her head
- Do not attempt to push limb back into vaginal opening

SHOULDER DYSTOCIA

If the infant appears to be moving back into the vagina after several attempts by the mother to deliver the infant.

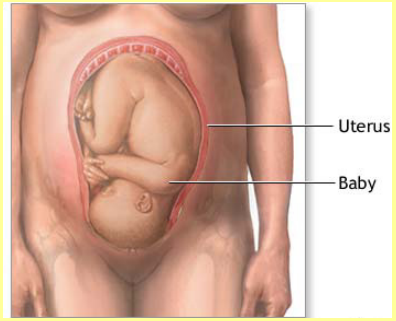
- Insert 2 gloved fingers into the mother's vagina and down the infant's back, swinging the infant's arm over the head and out the vagina. Repeat with the second arm if necessary

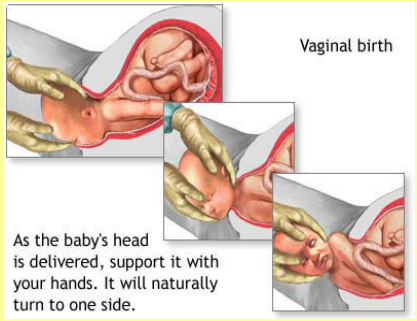
NUCHAL CORD

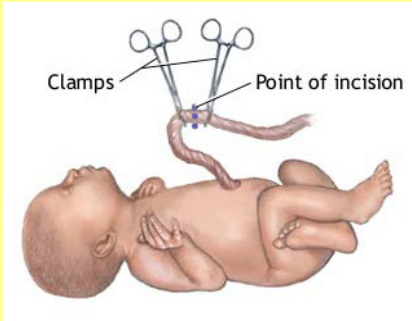
If the cord is around the neck,

- Gently hook your finger under the loop and pull it over the newborns head. You may have to repeat this if there is more than one loop present.
- If you are unable to free the cord, clamp the cord in two places and cut the cord between the clamps.

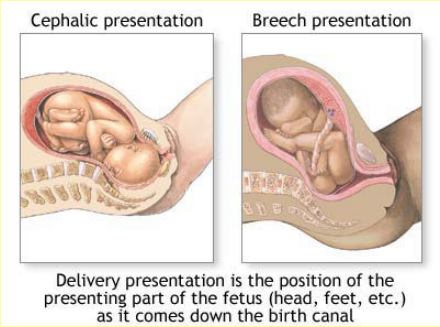
Normal vaginal delivery:

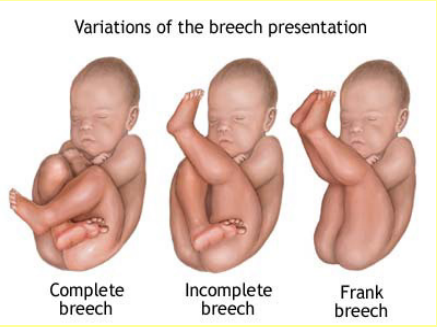


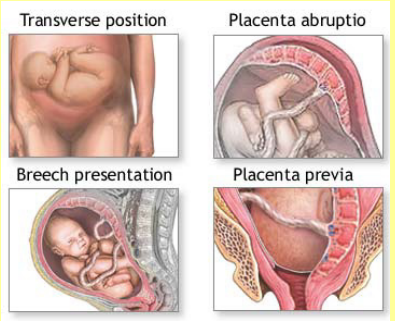


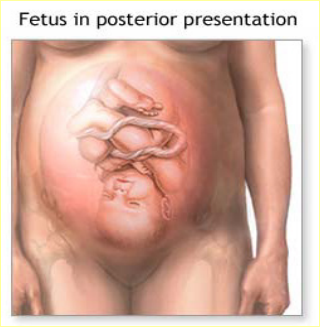


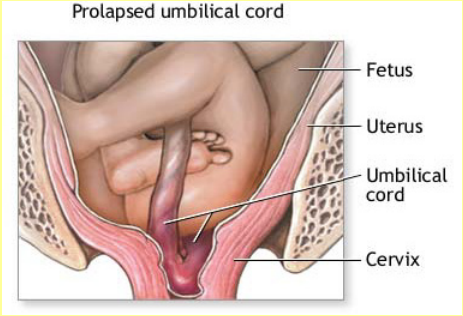
Other delivery presentations:

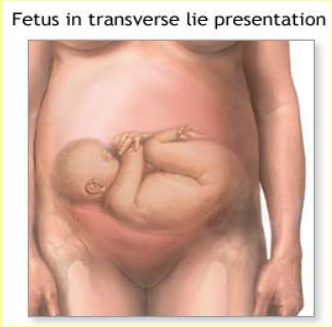












First Trimester: Conception to 12 weeks Second Trimester: 13th week - 28th week Third Trimester: 28th week until birth

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Trendelenburg if patient can tolerate
- Apply a multi Trauma dressing to vaginal area to absorb bleeding

ALS

- Large Bore IV x 2, if possible
- Hypotension with clear lung sounds: **250cc fluid bolus**, if B/P does not increase, repeat bolus
- Perform gentle fundal massage

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- Position patient in left lateral recumbent position

Keep environment quiet, low lighting (no lights and sirens)

ALS

Pre-Eclampsia

- **Magnesium Sulfate: 2g in 50mL of Normal Saline**, infuse over 20-30 minutes. **MUST REPEAT 1x.**

Eclampsia

- **Mag Sulfate 4g IV/IO, in 50 mL of Normal Saline** attached to a **60 gtt set** and **run wide open. (**Max total dose 4g)

Seizures *NOT* resolved after Magnesium Sulfate:

- **Versed 5-10 mg IM / IN or 2.5 mg Slow IV may repeat 1x prn**

Signs & Symptoms of Pre-Eclampsia:

- > 20th week gestation (second trimester)
- Hypertension
- Severe headaches
- Changes in vision (blurred or light sensitive)
- Nausea / vomiting
- Dizziness
- Swelling around face, neck, and hands

Eclampsia

characterized by any of the severe pre-eclampsia signs/symptoms associated with seizures or coma.

PRE-ECLAMPSIA / ECLAMPSIA

MONROE COUNTY FIRE RESCUE
MEDICAL PROTOCOL

Follow Universal Patient Assessment/Care Protocol as appropriate

BLS

- May assist patient with prescribed inhaler
- Oxygenate and/or ventilate prn to maintain SpO2 at 95% and EtCO2 levels between 35-45 mmHg.
- Treatment for asthma patients is based on maintaining an SpO2 of 90%.

ALS

Respiratory Wheezes / Bronchospasms

- **Albuterol 2.5mg/3ml** administered by nebulizer connected to 8 lpm 02 q 10 min may repeat up to 3 doses

For severe bronchospasm & bronchoconstriction not responding to continuous nebulizers:

- **Solu-medrol 2mg/kg IV/IM over 1-2 min**
- **Epinephrine 1:1,000 0.01 mg/kg (0.01ml/kg) IM, max 0.5 mg,** may repeat 2 x prn, in five min intervals.

Severe Asthma / Bronchospasm and respiratory distress not responding to above treatments:

- **Magnesium Sulfate 40 mg/kg (max 2g) IV mixed in 50 ml NS over 15-30 mins.**
- Assist ventilations via BVM prn with appropriate airway adjunct.

Croup / Epiglottitis

- **Epinephrine: (1:1,000) 1 mg (1 ml) diluted in 2 ml NS nebulized over 15 mins** (may repeat x 2)
- Do not stress the patient!
- Do not attempt intubation or place an opa or npa. Ventilate via bvm as needed.
- Expedite transport to closest approved pediatric emergency facility.

Signs of Airway Obstruction:

- Child may prefer to sit up and lean forward in sniffing position
- Drooling may be present if patient unable to swallow
- Retractions and/or nasal flaring, high fever, toxic appearance, gagging or dysphagia
- Acute onset facial swelling and wheezing consistent with allergic reaction
- Infant or toddler who is irritable, not moving neck or poor feeding may have retropharyngeal abscess
- Peritonsillar abscess can present in the older child as muffled voice and trismus

Causes:

- Infections: Croup, Epiglottitis, Retropharyngeal abscess, Peritonsillar abscess
- Swelling: Burns, anaphylaxis, laryngospasm
- Choking: foreign bodies can cause partial or complete obstructions

Respiratory Failure Findings:

- Poor color with ashen or central cyanosis
- Obtunded mental status
- Decreased chest wall movement
- Tachypnea (rapid breathing) followed eventually by Bradypnea (slow breathing)

Pulse Ox may be unreliable; rely on color and improving LOC

Bradycardia-PEDIATRIC

Determine responsiveness, assess ABCs

- Obtain SAMPLE history & OPQRST
- Oxygen based on patient's O^2 Saturation
- Vital Signs
- Obtain IV/IO (NS / KVO)
- ECG Monitor
- Pulse Oximetry / Capnography

Bradycardia
Signs of Cardiopulmonary Compromise

HR < 80 /min (0-1 y/o)
HR < 60 / min (1-8 y/o)

Asymptomatic

Monitor VS

Symptomatic

Assist ventilations
BVM to ↑ HR

Begin CCC
If HR < 60 min

Epinephrine 1:10,000
0.01 mg/kg
IV / IO

If increased vagal tone
and/or
primary AV block:
Atropine 0.02 mg/kg
IV / IO

Causes of Bradycardia:
- Sinus Brady with AV block
- Infection
- Trauma
- Vomiting
- Congenital Heart Disease

Review H's & T's:

Hypovolemia	Tablets (Drug OD)
Hypoxia	Tension Pneumothorax
Hydrogen Ion (Acidosis)	Tamponade Cardiac
Hyper/hypokalemia	Thrombosis Coronary
Hypothermia	Thrombosis PE
Hypoglycemia	Trauma

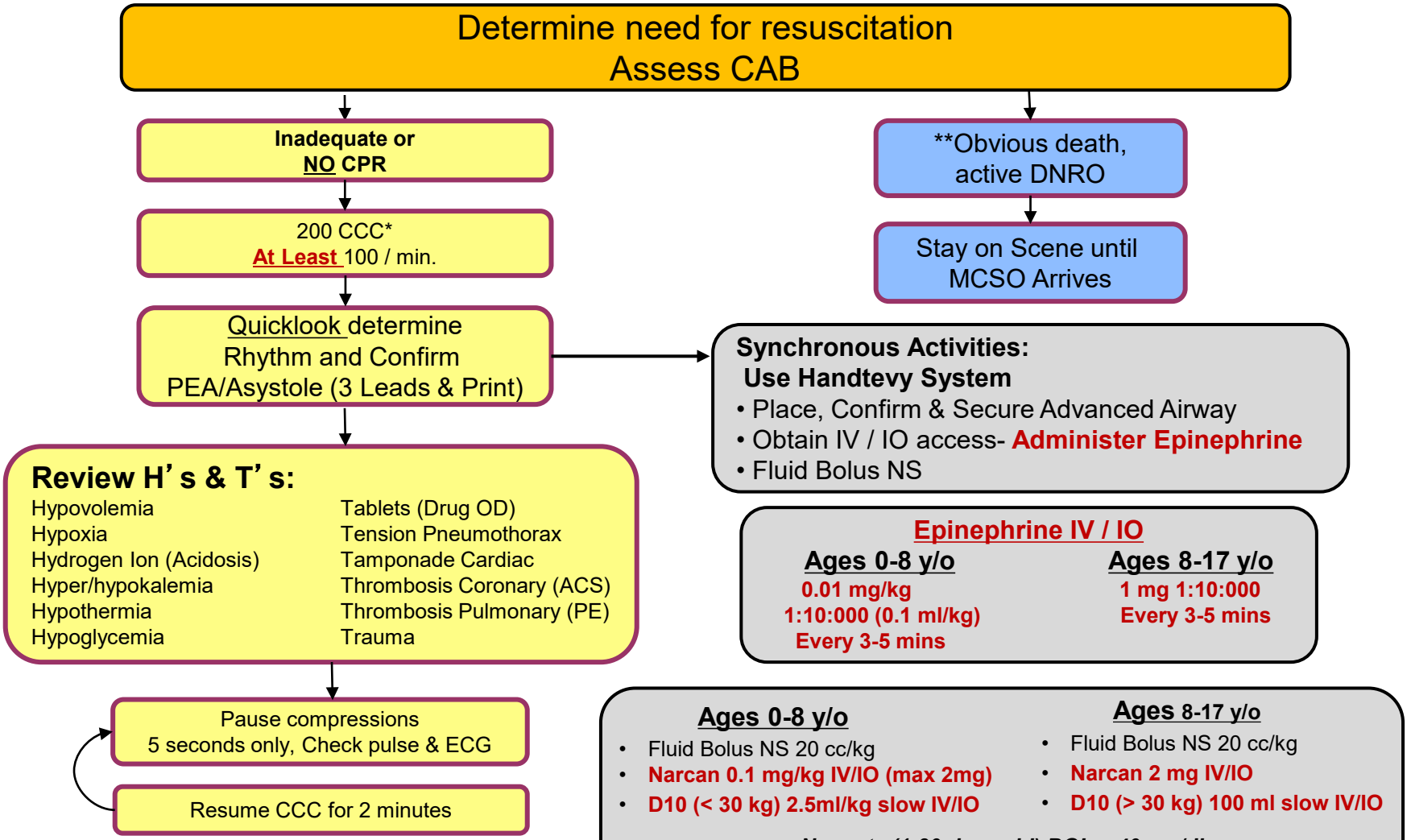
Signs of Poor perfusion:

Infants:	Children:
Irritability	Hypotension
Tachypnea	Heart Failure
Poor feeding	Shock
Seizures	Decreased LOC
	Pallor

- Consider External Pacing
- Consider performing 12 lead ECG
- If Pulseless Arrest develops go to Asystole / PEA protocol
- Cardiac output in children, particularly infants younger than 6 months, is heart rate dependent.
- Bradycardia with poor systemic perfusion must be treated regardless of normal blood pressure.

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Pulseless Electrical Activity / Asystole-PEDIATRIC



*Continuous Chest Compressions

**Obvious death is defined as rigormortis, lividity, signs incompatible with life and/or decomposition

Pulseless Arrest (V-Fib, V-Tach) - PEDIATRIC

Determine need for resuscitation
Assess CAB

Inadequate or NO CPR

200 CCC*
At Least 100 / min.

Quicklook ± defib
Biphasic 2 J/kg (V-fib, Pulseless V-tach)

Immediately perform
200 CCC* after every shock
At Least 100 / min.

Quicklook ± defib
Biphasic 4 J/kg

Immediately perform
200 CCC *after every shock
At Least 100 / min.

Continue Compressions While Charging

***Obvious death, active DNRO

Stay on Scene until MCSO Arrives

Synchronous Activities:
Use Handtevy System
- Place, Confirm & Secure Advanced Airway
- Obtain IV / IO access
- **Epinephrine (1:10,000) 0.01 mg/kg, every 3-5 mins**

Review H's & T's:

Hypovolemia	Tablets (Drug OD)
Hypoxia	Tension Pneumothorax
Hydrogen Ion (Acidosis)	Tamponade Cardiac
Hyper/hypokalemia	Thrombosis Coronary (ACS)
Hypothermia	Thrombosis PE
Hypoglycemia	Trauma

Amiodarone 5mg/kg IV / IO**

Consider:
Magnesium Sulfate 25 to 50 mg/kg IV / IO (max dose 2g)
Fluid Bolus of NS 20ml/kg IV / IO
Sodium Bicarbonate 4.2% 1 mEq/kg IV / IO
D10 (< 30 kg) 2.5ml/kg slow IV/IO
Narcan 0.1mg/kg IV / IO (max dose 2 mg)

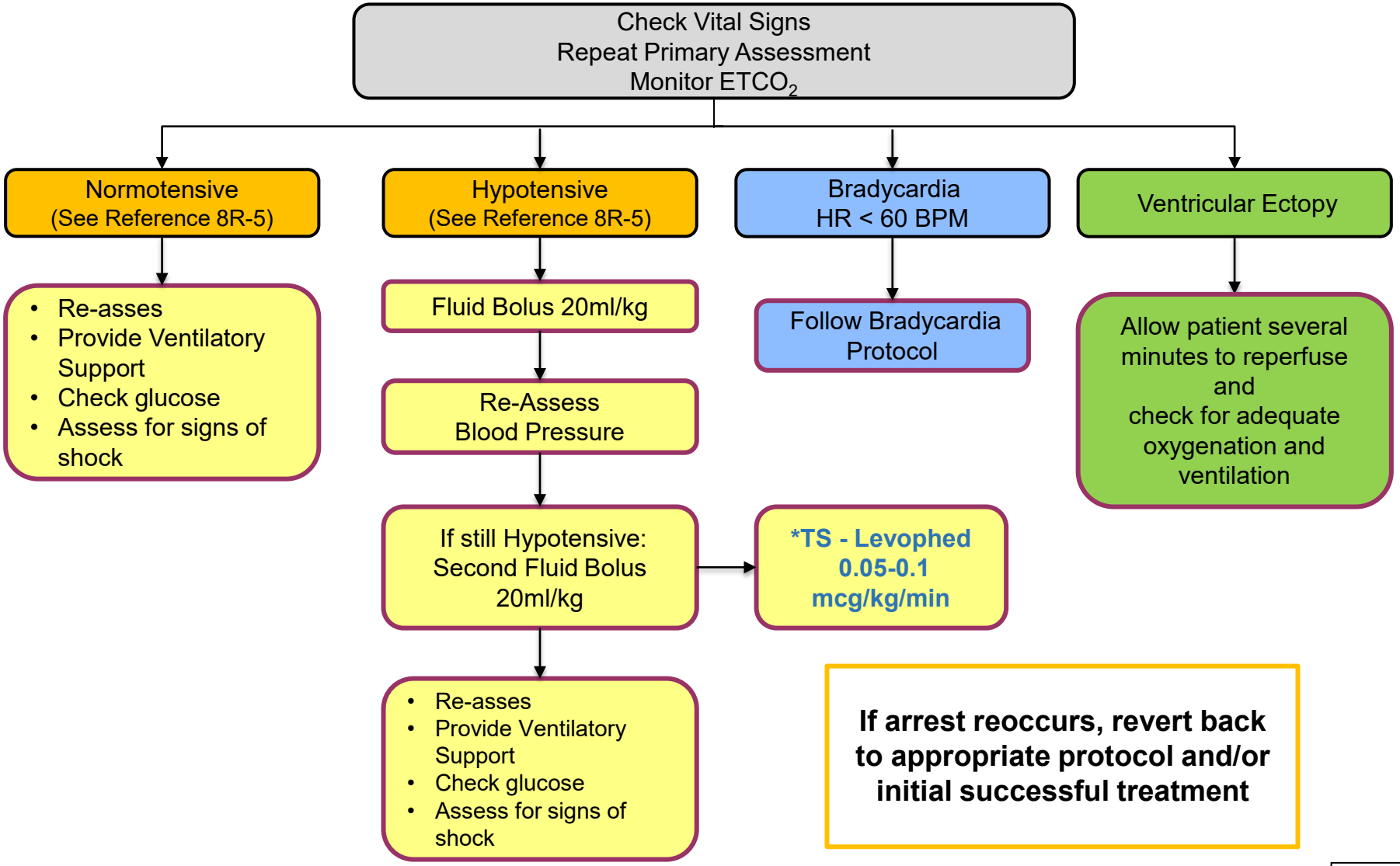
*Continuous Chest Compressions
****Amiodarone 5 mg/kg IV/IO** may be repeated once if V-Fib/V-Tach is persistent
*****Obvious death is defined as rigormortis, lividity, signs incompatible with life and/or decomposition

Pulseless Arrest (V-Fib, V-Tach) - PEDIATRIC

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ROSC-PEDIATRIC

Post Arrest Resuscitation (Return of Spontaneous Circulation)



If arrest reoccurs, revert back to appropriate protocol and/or initial successful treatment

Tachycardia-Pediatric

0-1 y/o
Heart Rate > 220 min
1-8 y/o
Heart Rate > 180 min
See Protocol 8-R5 for Normal Ranges

Reference Handtevy System

Rule Out Possible Causes First:
- History (fever, dehydration, anemia, septic)
- FBAO
- Ventilatory
- Respiratory
- Heart Rate varies with activity

Narrow QRS ≤ 0.12 sec.

Poor Perfusion

Vagal Maneuvers

If persistent,
Adenosine 0.1 mg/kg IV with 5ml NS Flush, initial max dose 6 mg
If no conversion may double first dose
Max 12 mg

Converts

Yes

Monitor patient

NO
and patient 's condition deteriorates

Sedate if possible **Versed 0.1 mg/kg IV up to 2 mg/max**
Perform Synchronized Cardioversion
0.5-1 J /kg
Repeat 2 J /kg if necessary

Good Perfusion

Monitor patient

Wide QRS ≥ 0.12 sec.

Poor Perfusion

Sedate if possible with
Versed 0.1 mg/kg IV up to 2 mg/max
Perform Synchronized Cardioversion
0.5-1 J /kg
Repeat 2 J /kg if necessary

Good Perfusion

Monitor patient

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Follow Universal Patient Assessment/Care Protocol as appropriate

- Pediatric patients experiencing acute onset of hives and swelling without respiratory symptoms may become critically ill
- Establish baseline pulse Oximetry and $ETCO_2$ reading PRIOR to oxygen administration

ALS

Hives (Urticaria) / Burning / Itching / Swelling Or Respiratory Distress

- **Benadryl 1.0 mg/kg IV/IM/IO (max total dose 25mg)**
- **Solu-medrol 2mg/kg IV/IO (max dose 125mg)**

Respiratory wheezes / Bronchospasm

- **< 1yr - Albuterol 1.25mg in 3ml NS administered by nebulizer connected to 3 lpm 0_2.** May repeat up to 3 doses if needed.
- **> 1yr - Albuterol 2.5mg in 3ml NS administered by nebulizer connected to 6 lpm 0_2.** May repeat up to 3 doses if needed.

Mild Airway Swelling / Mild Respiratory Distress / Bronchospasm / Tongue and / or Facial Swelling

- **Epinephrine (1:1,000) 0.01mg/kg IM (max single dose 0.3mg) may repeat 2x prn in 5 mins intervals**
- **Benadryl 1.0 mg/kg IV/IM/IO (max total dose 25mg) (Do not re-administer if already given for above symptoms)**
- **< 1yr - Albuterol 1.25mg** administered by nebulizer connected to 3 lpm 0_2 May repeat prn.
- **> 1yr - Albuterol 2.5mg** administered by nebulizer connected to 6 lpm 0_2 May repeat prn.

Severe Bronchoconstriction

- **Epinephrine 1:1,000 diluted in 2 mL NS and nebulized over 15 minutes**

Anaphylactic Shock

- Establish a second IV / IO
- **Epinephrine (1:10,000) 0.1mg (1ml) (diluted in 9mL of Saline) administer 1ml/min** IV/IO (titrate to effect).
- If patient remains hypotensive: **Normal Saline 20mL/kg bolus IV/IO**, may repeat 2x prn for hypotension. Check lung sounds often.
- Administer **Benadryl and Albuterol** as noted above. **(Do not re-administer Benadryl if already given for above symptoms)**

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

- Assess patient using the Handtevy System
- Consider the possible causes: meningitis, head trauma, hemorrhagic stroke, diabetic, drugs, alcohol, poisoning, fever, and eclampsia.

Febrile Seizure

- Actively cool the patient by removing the clothing and fanning, being careful not to induce shivering.
- DO NOT cover patient with a wet towel/sheet.
- DO NOT apply ice/cold packs to the patient's body

Actively Seizing (Febrile or NON-Febrile)

- **Versed 0.1mg/kg IV / IO / IM / IN** (max single dose < 6 y/o - 6 mg, > 6 y/o 10mg) May repeat 1x prn

Follow Universal Patient Assessment/Care Protocol as appropriate

ALS

- Rate Childs Pain utilizing age appropriate pain scale.
  - FLACC 1-3 years of age (See Reference 8R-3)
  - Wong-Baker Faces Ages 3-7 (See Reference 8R-4)
  - Numerical Rated 0-10 Ages > 7

Moderate to Severe Pain

- **Fentanyl (1 mcg/kg) Intranasal (preferred) May be given IV if already established, do not start an IV exclusively for pain management in the Acute Traumatic Pain Patient**

Reassess Child every 5 minutes, if no Serious Adverse reactions noted and child is still in moderate to Severe Pain

- **Fentanyl half the original dose administered (0.5mcg/kg)**

Serious Fentanyl Adverse Reactions

- GCS < 15
- Hypotension
- SpO2 90% on 15 LPM O2
- Hypoventilation
- Allergy
- Condition Preventing Administration (Blocked nose, no IV)

ALS

Refer to the color-coded Trauma Scorecard Methodology:

PEDIATRIC TRAUMA CRITERIA: FOR ≤ 15 YRS OLD

- Meets color-coded triage system for **1 RED** or **2 BLUES**
- Patient does not meet any of the trauma criteria on the Trauma Score Card, but in the judgment of the EMT or Paramedic, should be transported as a Trauma Alert

WHEN CALLING A TRAUMA ALERT DISPATCH SHOULD BE NOTIFIED OF THE FOLLOWING:

- Launch Helicopter
- MOI (Mechanism of Injury)
- LZ location
- Patient Weight
- The medic shall document the trauma alert on a Monroe County Fire Rescue Pediatric Trauma Alert Form (MCFRF-097) and turn it over to the receiving facility or transporting unit per Florida Chapter 64J-1.014

When calling a Trauma Alert based on paramedic judgment, use assessment findings such as deep palpation of chest and abdomen: findings such as pain, tenderness guarding or rebound tenderness are suggestive of blunt trauma with occult bleeding.

MCFR PEDIATRIC TRAUMA CRITERIA FORM

Date _____ Crew _____ / _____

Patient Name _____ DOB _____ Age ____

Time of Injury _____ P/U MM _____ Rescue Unit # ____

Launch Trauma Star & relay:
OCA #: MOI:
Weight: LZ:

GCS =

EKG | BGL | ETCO2 | SAO2 | RESP | BP | PULSE | TIME | ALLERGIES | MEDICATIONS | MEDICAL HX | PUPILS | SKIN

Address: Policy Insurance SSN:

ANY ONE = TRAUMA ALERT (only choose one)

AIRWAY	Active Airway Assistance[1] **OR** Respiratory Rate < 20 (Infant < 1yr) Drowning or Non-Fatal Drowning Respiratory Rate < 10 (Child 1yr-15yr)	☐
CIRCULATION	Faint or NON-Palpable Carotid or Femoral Pulse **OR** Systolic BP < 50	☐
DISABILITY	Altered Mental Status[2] **OR** • Paralysis • Loss of Sensation • Suspicion of Spinal Cord injury	☐
SOFT TISSUE	• 2nd or 3rd Degree Burns ≥ 10 % TBSA • Amputation at or above the Wrist or Ankle • Any Penetrating injury to the Head, Neck, or Torso[3] • GSW or Penetrating injury to Extremities at or above Knee or Elbow • Chest Wall instability or Deformity (Flail Chest) • Dislocation of the Hip, Knee, or Ankle • Crushed, Mangled, De-gloved or Pulseless Extremity • Major Soft Tissue Disruption[3] or Major Avulsion of Skin	☐
LONG BONE FX / SKELETAL	Open Long Bone[4] **OR** Multiple Dislocations or Fracture Sites	☐
MECHANISM OF INJURY	• Severe Facial injury/Fractures w/potential Airway Compromise • Electrocution or Lightning injury w/ LOC or Visible Signs of injury • Blunt ABD or Chest trauma in patient on Anticoagulants or w/ HX of Paralysis (Paraplegia/Quadriplegia) • Auto vs Pedestrian/Bicyclist, Thrown, Run Over or w/ impact > 20 MPH	☐

ANY TWO = TRAUMA ALERT (only choose two)

SIZE	Weight ≤ 20 kg	☐
CIRCULATION	Radial or Pedal Pulse not Palpable **OR** Systolic BP < 90	☐
DISABILITY	Amnesia or Loss of Consciousness	☐
SOFT TISSUE	• GSW or Penetrating injury below the Elbow or Knee • Dislocation of the Upper Extremity	☐
LONG BONE FX / SKELETAL	Single Long Bone Fracture Site	☐
MECHANISM OF INJURY	• Death in Same Passenger Compartment • Intrusion, including Roof >12 inches on Occupant Site or > 18 inches of Any Site into Passenger Compartment. • Fall ≥ 10 Feet **OR** 2-3 Times the height of the Child • Motorcycle, Golf Cart or ATV Crash > 20 MPH	☐

If above criteria are not met & patient condition warrants a trauma alert. Select paramedic judgment, include brief description.

Paramedic Judgment: _____ ☐

1. *Airway assistance includes manual jaw thrust, continuous suctioning, or use of other adjuncts to assist ventilatory efforts.*
2. *Altered mental states include drowsiness, lethargy, inability to follow commands, unresponsiveness to voice, totally unresponsive*
3. *Excluding superficial wounds in which the depth of the wound can be determined.*
4. *Long bone fracture sites are defined as the (1) shaft of the humerus, (2) radius and ulna, (3) femur, (4) tibia and fibula.*

COMMENTS _____

***** CALL TRAUMA CENTER W/ PT REPORT *** ATTACH CODE SUMMARY *****

WHITE – FLIGHT CREW YELLOW – TRAUMA CENTER PINK – RESCUE

MCFRF – 097 (06/2021)

TRAUMA CRITERIA FORM - PEDIATRIC

COMING SOON – PLACE HOLDER

Paramedic Only: To Be Performed on children < 12 years of age

Equipment Needed: BVM, ETCO² detector, oxygen, 1'' tape, Pediatric Cric Kit, suction unit, stethoscope

Performed as a last resort effort to establish a patent airway in patients who have an obstructed airway secondary to foreign body, infection, trauma, severe inflammation or allergy and when other airway procedures have failed or are futile.

If landmarks cannot be identified, DO NOT ATTEMPT PROCEDURE AND CLEARLY DOCUMENT SUCH

- Hyperextend the patient's neck (unless there is a cervical spine injury) and locate the cricothyroid membrane.
- Prep the area with an alcohol prep
- Direct the IV catheter at a 45-degree angle toward the feet and Insert the IV catheter through the skin and cricothyroid membrane into the trachea.
- When the needle penetrates the trachea, a "pop" will be felt.
- Aspirate wit the syringe. If air is returned easily, the needle is in the trachea.
- Withdrawal the needle while gently advancing the catheter downward into the position.
- Attach the 15-mm adaptor to the catheter hub.
- Ventilate the patient with a pediatric BVM device and provide high flow oxygen.
- Confirm placement
- Attach an $ETCO_2$ monitoring device
- Listen for positive bilateral breath sounds

Remember that your Inspiratory to Expiratory (I.E.) ratio will need to change to allow proper exchange.

A - APPEARANCE
- Completely pink - 2
- Body pink with extremities blue - 1
- Blue or pale - 0

P - PULSE
- Normal – (over 100) - 2
- Slow – (less than 100) - 1
- Absent - 0

G - GRIMACE - reflex irritability
- Sneeze, cough or vigorous cry - 2
- Grimace, weak cry - 1
- No response - 0

A - ACTIVITY - muscle tone
- Active motion, well flexed - 2
- Some flexion of extremities - 1
- Flaccid extremities - 0

R - RESPIRATIONS
- Good crying - 2
- Irregular or slow - 1
- Absent - 0

Assess APGAR at the 1-minute and 5 -minute mark following delivery

Glasgow Coma Scale - Pediatric

Best eye response: (Eyes)	Best verbal response: (Verbal)	Best motor responses: (Motor)
4 Eyes opening spontaneously	**5** Coos or babbles/normal activity or speech	**6** Moves spontaneously or purposefully
3 Eyes opening to speech	**4** Irritable and continually cries	**5** Withdraws from touch
2 Eyes opening to pain	**3** Cries to pain	**4** Withdraws from pain
1 No eye opening	**2** Moans to pain	**3** Abnormal flexion to pain for an infant or child (decorticate response)
	1 No verbal response	**2** Extension to pain (decerebrate response)
		1 No motor response

During the first 6 months

The best verbal response is normally a cry, though some infants make vocal responses during this period
The best motor response is usually flexion

6 to 12 months

The normal infant makes vocal noises
The infant will usually locate pain but not obey commands

12 months to 2 years

Recognizable words are expected
The child will usually locate pain but may not obey commands

2 years to 5 years

Recognizable words are expected

Pain Assessment Tool for Children Ages 1-3

FLACC PAIN RATING SCALE

- Rate the child in each of the five measurement categories
- add together, and document total pain score (0-10)

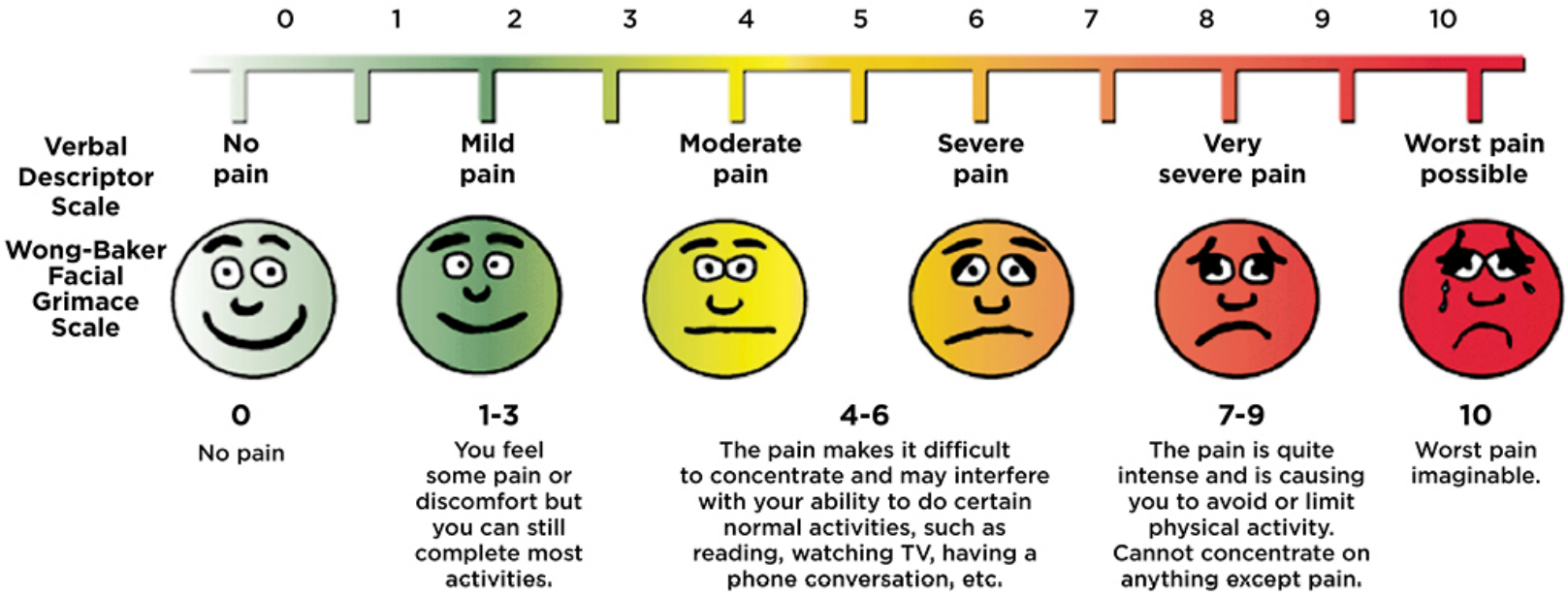
Categories	0	1	2
FACE	No expression or Smile	Occasional grimace or frown, withdrawn, disinterested	Frequent to constant frown, clenched jaw, quivering chin
LEGS	Normal position or relaxed	Uneasy, restless, tense	Kicking, or legs drawn up
ACTIVITY	Lying quietly, normal position, moves easily	Squirming, shifting back and forth, tense	Arches, rigid, or jerking
CRY	No cry (awake or asleep)	Moans or whimpers, occasional complaint	Crying steadily, screams or sobs frequent complaints
CONSOLABILITY	Content, relaxed	Reassured by occasional touching, hugging, or “talking to” Can be distracted	Difficult to console or comfort

The FLACC (Face, Legs, Activity, Cry, and Consolability) is a behavioral pain assessment scale for use for non-verbal or pre-verbal patients unable to self-report their level of pain.

PAIN SCALE 1-3 y/o FLACC - PEDIATRIC

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Pain Assessment Tool for Children Ages 4-7



PAIN SCALE 4-7 y/o FACES - PEDIATRIC

Pediatric Vital Signs

Pt. Age	Weight In Kg	Minimum Systolic BP	Normal Heart Rate	Normal Respiratory Rate
Premature	< 2.5	40	120-170	40-60
Term	3.5	60	100-170	40-60
3 months	6	60	100-170	30-50
6 months	8	60	100-170	30-50
1 year	10	72	100-170	30-40
2 years	13	74	100-160	20-30
4 years	15	78	80-13	20
6 years	20	82	70-15	16
8 years	25	86	70-10	16
10 years	30	90	60-105	16
12 years	40	94	60-100	16

Typical blood pressure in children 1 to 10 years of age: 80mmHg + (child's age in years x 2)

Lower limits of systolic blood pressure in children 1 to 10 years of age: 70mmHg + (child's age in years x 2)

Synchronized Cardioversion

Initial 0.5 joules per kg, subsequent shocks at 1 joule per kg.

Transcutaneous External Pacing

Follow Handtevy recommendations

Pediatric/ Neonate Glucose Values

- **Neonate** (1-30 days old) BS < 40 mg/dL
- **Pediatric** (31 days – 8 y/o) BS < 60 mg/dL

Administer D10 2.5ml/kg OR D5 6ml/kg IV/IO OR Administer Dextrose 25% IV/IO 2cc/kg

ALS

Equipment Needed:

Bougie, Appropriate size endotracheal tube, 20cc syringe, stethoscope, $ETCO^2$ detector, suction, laryngoscope blade and handle, endo-lock

Indications:

Patient meets clinical indications for oral intubation and initial intubation attempt has been unsuccessful and/or those patients who are predicted to be a difficult intubation.

Contraindications:

- Three failed attempts at orotracheal intubation
- Age less than eight (8) or ETT size less than 6.5m





Procedure:

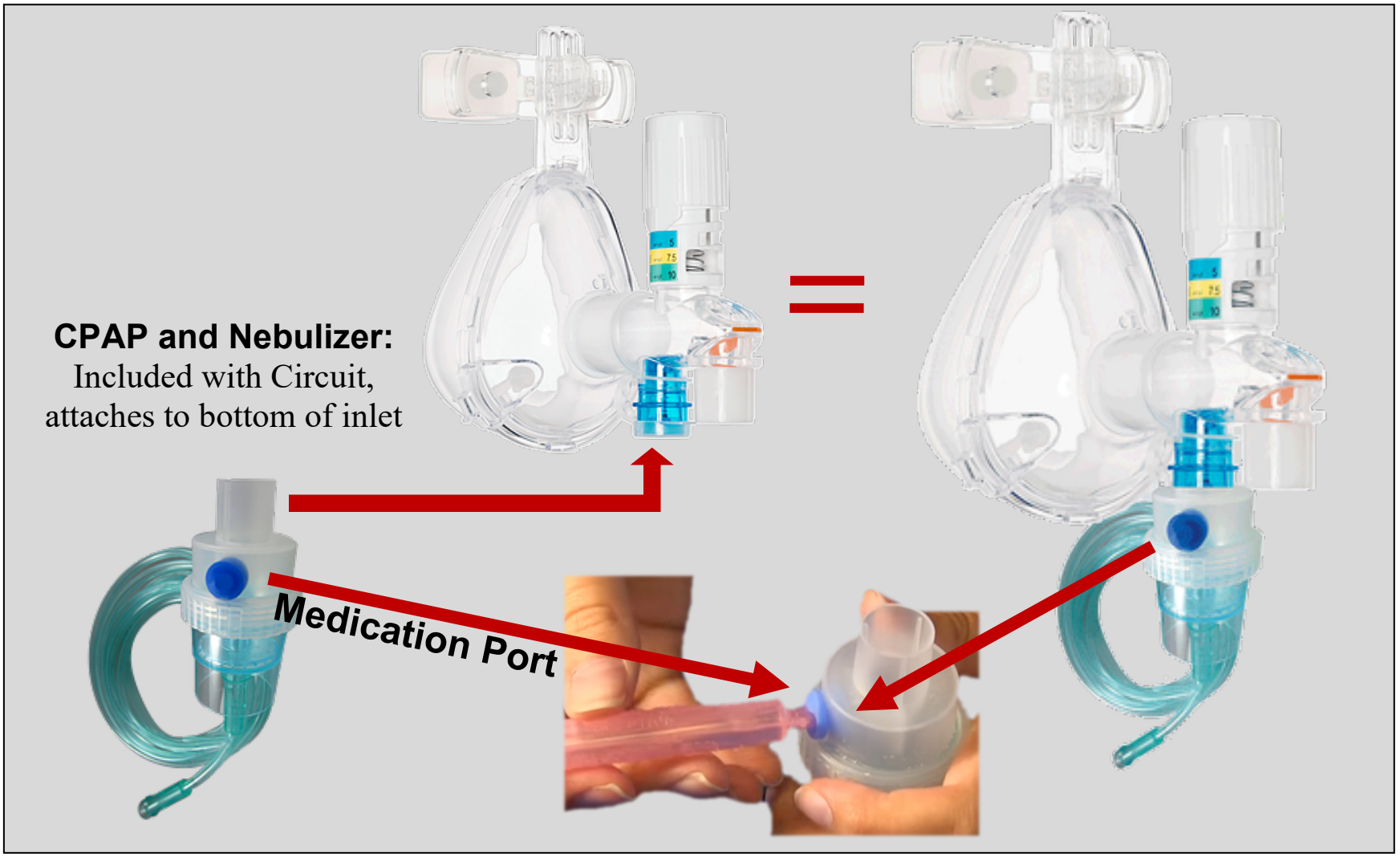
- Prepare, position and oxygenate the patient with 100% oxygen;
- Select proper ET tube <u>without</u> stylet, test cuff and prepare suction;
- Lubricate the distal end cuff of the ETT and the distal ½ of the BOUGIE;
- Using laryngoscopic techniques, visualize the vocal cords if possible using Sellick's as needed;
- Introduce the Bougie with curved tip anteriorly and visualize the tip passing the vocal cords or above the arytenoids if the cords cannot be visualized;
- Once inserted, gently advance the BOUGIE until you meet resistance or "hold-up" (if you do not meet resistance you have a probable esophageal intubation and insertion should be reattempted)
- Withdraw the BOUGIE only to a depth sufficient to allow loading of the ETT while maintaining proximal control of the Bougie;
- Gently advance the Bougie and loaded ETT until you have "hold-up" again, thereby assuring tracheal placement and minimizing the risk of accidental displacement of the BOUGIE;
- While maintaining a firm grasp on the proximal BOUGIE, advance the ETT over the BOUGIE, passing the ETT to its appropriate depth

ALS

Equipment needed: 14 gauge 3¼ catheters, 20cc syringe, betadine, 3 way stop cock, 2'' tape. Stethoscope

- Determine affected side of chest
- Locate insertion site: 2nd ICS anterior mid-clavicular line
- Prep with alcohol
- Attach catheter to syringe and draw back on syringe to break seal and then restore plunger to original position
- Insert catheter using a 90-degree angle, "just above 3rd rib"
- Begin negative pressure on the syringe: a rush of air indicates a tension pneumothorax
- Disconnect the syringe and remove needle
- Place 3 way stop cock on catheter: if tension pneumothorax redevelops, briefly turn valve to relieve trapped air
- If syringe fills with blood on decompression, withdraw needle and stabilize catheter, monitor for hypotension
- Secure catheter with tape

Diagnostic bilateral pleural decompressions should be performed on trauma arrest patients



CPAP ASSEMBLY WITH NEBULIZER

EMT / Paramedic

Indications:

- Any patient in respiratory distress with S/S of COPD, Asthma, CHF, pulmonary edema, pneumonia
- Is awake and able to follow commands with the ability to maintain an open airway
- > 12 years old and have a proper mask fit

Contraindications:

- Respiratory Arrest
- Pneumothorax or chest trauma
- Actively vomiting or upper GI bleed
- Seizures
- Inability to cooperate or tolerate. Severe asthmatic patients may not be able to tolerate due to the difficulty of exhalation.

Procedure:

- Check all O_2 equipment before starting CPAP, make sure enough oxygen is available and all equipment is connected properly
- Continuously monitor pulse ox, if available
- Place patient in comfortable position (usually sitting upright), discuss the procedure and reassure them
- Connect CPAP unit to oxygen quick disconnect
- Apply mask to patient's face first, allowing the patient to adjust to the mask
- Adjust head strap to secure a tight fit on patient's face
- Adjust the air pressure on PEEP valve to appropriate level:
  - **Asthma/COPD: 5cm**
  - **CHF: 10cm**
- Continually monitor patient comfort and improvement and check for air leaks
- Contact receiving facility as early as possible to ensure that respiratory will have Bipap available for transfer of patient
- Albuterol can be given in-line with CPAP if needed. (see diagram on next page)

Special things to consider:

- If BP falls < 100 or mental status deteriorates, discontinue CPAP, assist ventilations and prepare for intubation
- CPAP therapy should be continuous and not removed unless patient is unable to tolerate

Procedure may be performed on patient with DNRO

CPAP CONCEPTS

Paramedic Only:

Equipment Needed: BVM, ETCO² detector, oxygen, 1'' tape or endo-lock, Surgical Cric Kit, suction unit, stethoscope

Performed as a last resort effort to establish a patent airway in patients who have an obstructed airway secondary to foreign body, infection, trauma, severe inflammation or allergy and when other airway procedures have failed or are futile.

If landmarks cannot be identified, DO NOT ATTEMPT PROCEDURE AND CLEARLY DOCUMENT SUCH

- Locate the cricothyroid membrane.
- Prep the area with an alcohol prep
- Using a scalpel, make a small light vertical incision (1-2cm) through the superficial tissue
- Using hemostats spread the tissue
- Make another light incision and using hemostats, spread the tissue
- Continue lightly incising and spreading the tissue until the cricothyroid membrane is exposed. Normally 2-3 sequences
- Make a small transverse incision through the membrane
- Insert a cuffed 5.5 or 6.0 ET tube through the incised membrane using hemostats to facilitate passage
- Advance the ET tube 1-3cm and secure
- Assure bilateral lung sounds.
- Confirm placement and patency with $ETCO^2$

Do not perform in children < 12 years old. The cricothyroid membrane is too small and underdeveloped

For Children < 12 years old: See procedure 8P-1 Cricothyroidotomy – Needle Pediatric

Paramedic Only

Equipment Needed: OPA or NPA, BVM, oxygen, appropriate size endotracheal tube, stylette, 20cc syringe, stethoscope, $ETCO^2$ detector, suction and laryngoscope blade and handle, endo-lock

Use the 3-3-2 rule (conscious patients) for the airway to estimate the likelihood of success; the first look is the best look. Pre-oxygenation gives you the time to gently look.

Place patient on a Nasal Cannula @ 4-6 lpm during intubation, for passive oxygenation to delay hypoxia.

- Attach pulse oximeter and have suction readily available
- Perform appropriate BLS airway maneuver to open the airway
- Head tilt chin lift or jaw-thrust maintaining inline stabilization
- Insert oropharyngeal airway and/or nasopharyngeal airway
- Pre-oxygenate with BVM 15-lpm O_2 at a rate of 10-12 per minute
- Using the laryngoscope, insert ET tube with direct visualization of the vocal cords
- **YOU MUST SEE ET TUBE PASS THROUGH THE VOCAL CORDS**
- Inflate the cuff: be sure to test the integrity prior to insertion
- Auscultate epigastric area to confirm no sounds present
- Auscultate lung sounds bilaterally:
- If breath sounds absent, withdraw ET tube and re-oxygenate
- If left breath sounds absent, withdraw the ET tube slightly and auscultate again
- If bilateral breath sounds present, secure ET tube and record cm depth at lips
- Attach $ETCO^2$ detector, square waveforms should appear on the monitor: **pulse ox should improve, and chest should rise with insuflation**
- Upon arrival to the ED, immediately print out $ETCO^2$ waveform and have the receiving ER physician confirm tube placement and document the name of the physician on your ePCR narrative.

Paramedic

Equipment Needed: IV catheter, IV solution and tubing, veniguard, and alcohol prep

- Place patient in supine or Trendelenberg position
- Turn patients head opposite side of access: the right jugular vein is preferable to the left
- Cleanse the site with alcohol and betadine
- Occlude venous return by placing finger on the external jugular just above the clavicle
- Point catheter at the medial third of the clavicle and insert it bevel up at a 10-30-degree angle
- After good flash is seen, advance catheter, remove needle and connect IV tubing
- If patency is questionable, attach a 10cc syringe to the catheter and aspirate a small amount of blood
- Carefully secure with veniguard
- Continuously monitor IV site to assure patency



Equipment Needed: EZ-IO driver and appropriate needle, alcohol prep, NS with drip set, 10cc syringe, EZ-IO connector tubing, pressure infuser and 2'' tape

Indications: For the administration of fluids or medications in patients in traumatic or cardiac arrest, or patients severely unconscious and hemodynamically unstable in which a peripheral IV cannot be established

Contraindications:

- Fractures to the site
- Excessive tissue at insertion site
- Inability to locate landmarks for proper placement

Select appropriate needle:

- Pediatric (Red 15mm): 3-39 kg (if child has excessive tissue, adult needle may be used)
- Adult (Blue 25mm): > 40 kg
- Large Adult (Yellow 45mm)

Location Humerus - This is the preferred site for patients who are responsive to pain.

- Located directly on the most prominent aspect of the greater tubercle.
- Ensure that the patient's hand is resting on the abdomen and that the elbow is adducted (close to the body) and the humerus is internally rotated.
- Slide thumb up the anterior shaft of the humerus until you feel the greater tubercle, this is the surgical neck. Approximately 1-2 cm **above the surgical neck is the insertion site**. (depending on patient anatomy)
- Once the insertion is completed secure the arm in place to prevent movement and accidental dislodgement of the IO catheter.

Proximal Humerus – permitted in pediatrics when landmarks are clearly identified

Location Tibia

- Locate landmarks: identify patella, approximately 2 finger widths below patella is tibial tuberosity, then 1 finger width medial is the final landmark

Procedure:

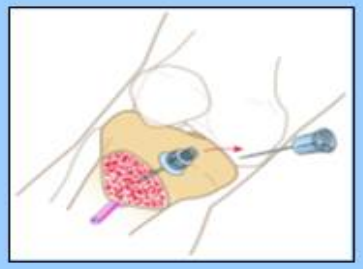
- Clean site with Alcohol prep
- Stabilize site and power the needle set through the skin at a 90 degree angle to the surface of the bone until you feel the needle set tip encounter the bone itself **The 5mm mark on the catheter (mark closest to the flange) should be visible, If 5mm mark not visible abandon the procedure, the needle is not long enough**
- Apply firm and steady pressure. Stop when the flange touches the skin or sudden decrease in resistance is felt
- Remove the driver from needle set and withdraw Stylet from catheter
- Attach primed EZ-IO extension tubing and confirm placement with fluid bolus:
  Failure to flush will result in no flow: Adults: 10cc fluid bolus **Pediatrics: 5cc fluid bolus**
- Secure tubing and catheter with EZ-IO stabilizer or tape and document time of insertion, as the EZ-IO is only good for 24 hours

Pressure infuser may be used to maintain adequate flow

Locate Landmarks



Clean insertion site



Power driver through the cortex



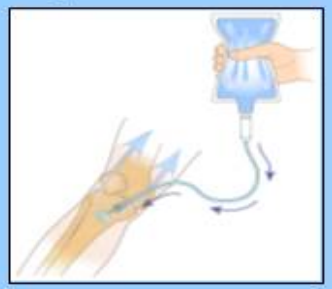
Remove needle



Attach extension tubing and FLUSH



Pressure infusion for adequate flow rates



No Flush = No Flow



In the unlikely event of a driver failure consider manual insertion

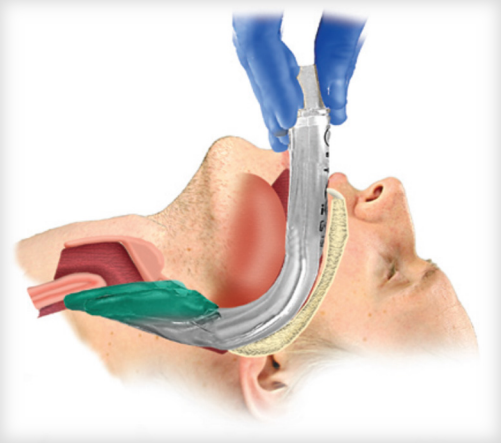
EZ IO LANDMARKS

Equipment Needed: Appropriate size I-Gel Tube based on weight, securing device, water based gel, $ETCO^2$, pulse ox, stethoscope, NG Tube (10-12 French)

- Choose correct size tube from chart below.
- Remove I-Gel from the packaging and its cradle.
- Apply lubricant inside the packaging.
- Apply lubricant to the green-tinted areas of the I-Gel and inside tip.
- Position patient's head in "sniffing" position
- Hold tube with one hand (like a pencil) and apply chin lift, lift tongue and jaw to insert.
- Following the hard palate, push downward, until resistance is met, continue pushing downward until complete resistance is felt.
- Use the black horizontal "teeth line" on the bite block as a guideline for correct depth.
- Ventilate patient with 100% O^2 with BVM.
- Confirm placement by auscultation of the lungs and continuous $ETCO^2$and pulse oximeter monitoring.
- Insert NG tube (see NG tube procedure 9-13) in open area of the tube.
- Secure the I-Gel using securing strap.

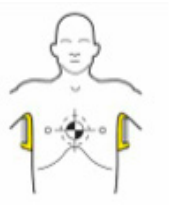
I-Gel Tube Sizing Chart:

I-gel Size	Pt.'s Weight	NG Tube Size French
1 (Pink)	2-5 kg (4-11lbs)	No gastric Channel
1.5 (Blue)	5-12 kg (11-26 lbs)	10
2 (Grey)	10-25 kg (22-55 lbs)	10-12
2.5 (White)	25-35 kg (55-77 lbs)	10-12
3 (Yellow)	30-60 kg (65-130lbs)	10-12
4 (Green)	50-80 kg (110-200lbs)	12
5 (Orange)	90+ kg (200lbs +)	12-14

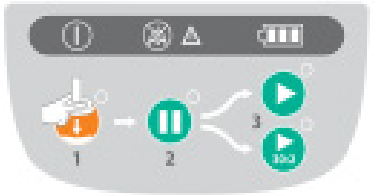


I-GEL DEVICE

COMING SOON – PLACE HOLDER



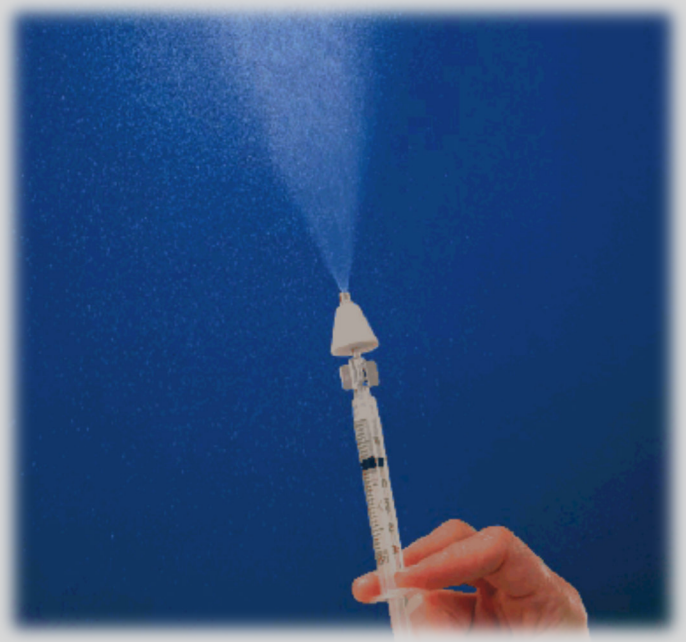
1. **Initiate first 2 minutes of Continuous Chest Compressions (CCC) Rate - at least 100 /min .**
   Simultaneously
   a. Place combo pads and 4 leads on patient and power on LifePaK monitor.
   b. Deploy Lucas Device, push ON/OFF button (1) for one second to power up and self-test
2. After 2 mins, Pause CCC, 5-10 seconds only, check monitor for rhythm. (Shock if indicated)
3. Rescuer on each side of patient lifts the upper body while supporting the head, slides the back plate just below the armpits. Resume CCC.
4. Hold the LUCAS device by the handles on the support legs making sure the support legs have reached their outer position and that the release rings on claw locks are open.
5. Pause manual chest compressions (less than 10 secs) and secure the upper part of the LUCAS device over the patient's chest. The claw locks at the end of each support leg should be aligned with the back plate to lock the components together. Listen for the CLICK when attached. (Check by pulling upward that both support legs are locked into the back plate).
6. Center the suction cup over the chest with the lower edge of the suction cup placed immediately above the end of the sternum.
7. Push ADJUST MODE button  , green LED will illuminate. Then using two fingers push the suction cup down, (The pressure pad should touch the patient's chest. If pad does not touch or Lucas device does not fit properly, remove and continue manual compressions)
8. Press PAUSE (2)  to lock the start position then remove your fingers from the suction cup.
9. Check for proper position and press ACTIVE (3)  continuous compressions (we will not be using 30/2 mode)



10. **Secure the airway with an I-Gel** and begin ventilations.
    The I-gel should be your first airway of choice on a Cardiac arrest and is not a priority over compressions and shocking but should be accomplished as soon as possible and prior to ventilations.
11. Press PAUSE to stop compressions every 2 mins. to analyze rhythm and shock if indicated.(Keep interruptions to a minimum)
12. You should continue to work your cardiac arrest patient per current protocol until you have ROSC or until you have worked it for a minimum of 20 minutes with no indication of positive results.
13. Follow guidelines set forth in "**Termination of ACLS in the Field Protocol"**
14. If patient is to be transported begin packaging your patient.
15. Attach stabilization strap by fully extending the buckles and placing cushion behind patient's neck then fasten cushion to Lucas device and tighten the straps.
16. Attach the wrist straps to each of the patient's wrists to assist with securing the arms during movement/transportation. Assure that the intravenous site is not compromised.
17. After successful resuscitation or termination of activities, Press and hold the ON/OFF button for one second.

Equipment Needed:

- Syringe
- Nasal Atomizer



Indications:

- Nasal Administration of medications

Contraindications:

- Epistaxis
- bilateral blocked nares

Procedure:

- Patient may be sitting or supine
- Administer medication via nasal atomizer device with 1cc or 3cc syringe
- Prime with 0.1cc to account for atomizer 'dead space'
- Apply to nare in one rapid push, aiming syringe toward lateral aspect nare
- Split dose between nares if total volume >1cc

Paramedic Only:

Nasotracheal intubation may be necessary if:

- I-Gel is not accepted or possible
- Difficult airway with bleeding and obscured hypopharynx
- Jaw fracture with unstable airway and unable to control patient secretions

Pre-oxygenation is particularly important for a few minutes to get the pulse ox up and buy some time if this airway is to be attempted safely. Recognize that the majority of NTI attempts will not succeed on the first time. About 25% of the cases are impossible to NTI. NTI requires smaller tube sizes than oral tracheal intubation

Contraindications:

- combative patients
- those with anatomically disturbed airways
- those with neck hematomas
- in cases of increased intracranial pressure
- in the context of severe facial & head trauma
- upper airway infection or abscess.
- in the presence of bleeding disorders

Equipment Needed: NPA, BVM, oxygen, appropriate size endotracheal tube, stethoscope, ETCO² detector, pulse ox, BAAM, K-Y jelly, suction, 1'' tape

- Pre-oxygenate patient and have suction readily available
- Select an appropriately sized nasopharyngeal airway and generously lube with K-Y jelly
- Insert lubricated nasopharyngeal airway
- Next, select appropriate size ET tube (usually 6.0-7.0) and prepare for insertion by checking cuff integrity, lubricating with K-Y jelly and attaching BAAM
- **DO NOT USE A STYLETTE**
- Place the pt's head in a neutral position
- Remove the nasopharyngeal airway and insert the ET tube perpendicular to the patient's face with the bevel facing the nasal septum following the curve of the Nasopharynx
- Gently advance the ET tube during inspiration until the distal cuff is just past the vocal cords.
- A rush of air should be heard and felt as the tube passes through the cords or the BAAM® should whistle loudly. If the trachea is entered, a series of long-wheezy coughs will usually emanate from the patient.
- Confirmation of tube placement should immediately be sought with ETCO².
- Inflate the cuff with 5-10cc air
- Ventilate the tube, checking for bilateral breath sounds and absent epigastric sounds
- Secure ET tube and reconfirm placement
- If breath sounds are diminished pull the ET tube back slightly and reposition head and insert ET tube again on inspiration
- Continuously monitor ETCO² and pulse oximeter to confirm the placement and patency

If the trachea is not entered

- The tube will either slide easily down the esophagus;
- Or will come to an abrupt halt as it tries to pass anterior to the vocal cords or abuts against the anterior wall of the larynx

NASOTRACHEAL INTUBATION

Paramedic Only:

Equipment Needed: Appropriate size NG Tube, 60cc syringe, K-Y jelly, 1" tape, stethoscope, suction

- An 18 fr. NG tube is preferred for all adult patients
- Measure the tube from the tip of the patient's nose around his ear and then to the bottom of his xyphoid process
- Mark the tube with tape at the nose to maintain appropriate length
- Lubricate the tip tube with K-Y jelly
- Insert the tube into the nostril and gently pass it into the posterior pharynx. If the patient is able, instruct them to swallow as you advance the tube. The patient may gag.
- Allow the patient to rest for a few moments and continue to insert until marked depth is reached

Confirm the correct placement of the tube:

- With 60cc syringe aspirate stomach contents. Be sure to replace stomach contents once confirmed.
- Insert 60cc of air and simultaneously auscultate over the stomach with a stethoscope
- Secure the tube to the nose with tape
- Connect the end of the tube to suction on low
- If you pass the tube into the trachea, pt will have difficulty talking. If this occurs, remove tube immediately.

This procedure should not be attempted if there are facial injuries or head trauma!

Equipment Needed: Long backboard, 4 immobilization straps, head stabilization device, and cervical collar

Adults

- Determine need for spinal precautions
- Assure and maintain manual c-spine immobilization
- Assess pulses, motor and sensation of the extremities
- Apply appropriately sized C-collar and long backboard
- Fill voids with paddings/towels
- Apply 4 straps using the cross-strap technique
- Apply head stabilizing device
- Reassess pulses, motor and sensation after immobilizing patient
- Do not strap the patient directly over the abdomen

Strap the patient to the backboard before securing the patients head

Pediatrics

- Apply appropriate size c-collar
- Pad under the shoulders using pillow cases or towels to prevent flexion of the spine
- Utilize the pediatric immobilization device if patient fits properly
- Secure to long backboard

Pregnant Patients

- Immobilize as above and tilt the backboard left lateral recumbent to a 30-degree angle
- Assure patient comfort

The KED may also be used in clinically stable adult patients



Paramedic Only:

Hemodynamically unstable, unconscious or decreased mental status, hypotension, dyspnea, chest pain

If possible, sedate with

Ketamine 1mg/kg

OR

Versed 2.5 - 5 mg IV (up to 10 mg max)

Adult Biphasic:

- Synchronized Cardioversion 50 joules, if unsuccessful
- Synchronized Cardioversion 100 joules, if unsuccessful
- Synchronized Cardioversion 150 joules, if unsuccessful
- Synchronized Cardioversion 200 joules, if unsuccessful repeat subsequent shocks at 200 joules

Pediatric

- Initial 0.5 joules per kg, subsequent shocks at 1 joule per kg

If patient's rhythm converts, then re-enters dysrhythmias, repeat Cardioversion at last joule setting administered

Equipment Needed: Combat Application Tourniquet C-A-T

Indications: Life threatening extremity hemorrhage that can not be controlled by other means. Serious or life-threatening extremity hemorrhage and tactical considerations prevent the use of standard hemorrhage control techniques



Contraindications:

- Non-extremity hemorrhage
- Proximal extremity location where tourniquet application is not practical

1. Establish a need for a tourniquet meeting the above criteria.
2. Remove the C-A-T from the trauma bag and carrying pouch.
3. Open the C-A-T completely and apply to injured extremity (Adult: **>** 40 kg)

Procedure:

- Route the self-adhering band around the injured extremity and pass the free-running end of the band through the inside slit of the friction adaptor buckle.
- Pass the band through the outside slit of the buckle utilizing the friction adaptor buckle which will lock in place.
- **Position the C-A-T above the wound; leave at least 2 inches of uninjured skin between the C-A-T and the wound.**
- **Pull the free running end of the Self-Adhering band tight and securely fasten it back on itself (if applying to an arm wound). Do not adhere the band past the Windlass Clip. If applying to a leg wound, the Self-Adhering Band must be routed through both sides of the friction adaptor buckle and fastened back on itself. This will prevent it from loosening when twisting the Windlass Clip.**
- **Twist the Rod until bright red bleeding has stopped. When the situation permits insure the distal pulse is no longer palpable.**
- Lock the Rod in place with the Windless Clip.
- Secure the Rod with the strap, grasp the Windless Strap, pull it tight, and adhere it to the opposite hook on the Windless Clip.
- Must note the time applied and communicate it with the Flight crew or the receiving facility upon arrival.
- Dress wounds as per standard wound care procedures.

Paramedic Only:

- Apply Combo pads to patient's chest: Apply first pad to anterior right chest, just below clavicle and second pad to lower left lateral, mid axillary, or anterior / posterior.
- Connect the multifunction cable to the extremity leads

Sedate the patient as needed with:

Ketamine 1 mg/kg slow IV

Or

Versed 2.5 - 5mg IV

- Print an ECG rhythm strip prior to pacing
- Turn on the external pacer and set the rate at 60 beats per minute
- Turn milliamps to lowest amount and slowly increase until electrical capture is noted

Electrical capture is noted when each pacer spike is followed by a wide R wave

- If electrical capture is achieved, check central pulses at the femoral and carotid
- **If palpable pulses are present, mechanical capture has been achieved and pacing is successful**
- If both electrical and mechanical capture have **not** been achieved, pacing should be discontinued and the need for chest compressions assessed
- If pacing has been successful the patient's mental status, perfusion and blood pressure should improve
- Maintain pacing until ED is fully prepared to assume pacing efforts for the patient

It is imperative to have correct placement of pads and good contact to the chest wall to successfully pace

Paramedic

DESCRIPTION:

- The Para PAC "medic" is timed-cycled and offers ventilatory rates from 8-40 Breaths per Minute (BPM).
- The patient valve will allow between 6 LPM (min. setting) to 60 LPM (max. setting) by spontaneous effort by the patient.
- The unit is also designed to deliver between 65 and 1570 ml of Tidal Volume (to within +/- 15%).
- The Para PAC is equipped with an automatic alarm that will alert the attendant should ventilatory pressures exceed 40 5 cm HO or if the ventilator is not cycling correctly and does not rise through the pre-set level of 10cmH2O.
- The system operates exclusively on the source gas (O^2) allowing specific concentrations of Oxygen to be maintained.

INDICATIONS:

1. Designed to provide ventilatory assistance in the pre-hospital setting to persons in respiratory distress or arrest.
2. Also for treatment of victims in rescues from toxic or non-respirable atmospheres as it offers the choice of 100% oxygen demand or ventilatory back up to the patient while normal breathing is being restored.

CONTRAINDICATIONS:

No contraindications but is NOT recommended for use on patients that weigh less than 5kg.
Prior to use, check patient's throat and mouth for obstructions (vomitus, foreign matter, broken teeth or dentures, etc.)

CAUTION: Close monitoring and caution should be used if patient has history of C.O.P.D. (e.g. Emphysema, Asthma), Chest or Barometric Trauma.

PATIENT USE

1. Connect supply hose probe to O^2 source. Turn O^2 supply on.
2. Check that the visual alarm for supply gas failure has changed from red to white
3.. Turn main pneumatic switch to "On". Check that the alarm indicators flash in sequence, to indicate correct function.
4. Set ventilation parameters to suit the patient.
5. Apply facemask to patient, ensuring that the airway is free – or connect patient valve to endotracheal tube or other airway adjunct.
6. Check chest movement and Inflation Pressure Manometer to ensure correct ventilation.
9. Check that the green cycle indicator light flashes during each inflation as pressure rises
7. If chest does not rise or is inadequate check airway and evaluate for thoracic injuries. Re-check Tidal Volume setting and re-set to appropriate setting if necessary.
8. Monitor patient End Tidal CO_2 during usage. Monitor Lung sounds every 5 minutes.

NOTE: If pressure alarm sounds and adequate chest rise does not occur, an increase in airway resistance, blocked airway or stiff lung is indicated. Increase the Tidal Volume and observe for adequate chest rise, if this does not occur remove the unit from the patient and reevaluate the airway.

Paramedic

RELIEF/ALARM PRESSURE CONTROL

1. This rotary knob gives continuous adjustment of the maximum patient inflation pressure by setting the relief valve spring loading.
2. It is calibrated to facilitate initial setting, but as the peak pressure will also have some dependence upon the other parameters the inflation pressure monitor should always be used as the final reference.
3. This alarm will sound whenever the pressure exceeds the pre-determined setting. (40cm H_2O is recommended as an initial setting) adult (CPR).

FREQUENCY CONTROL

1. This calibrated rotary control knob gives simultaneous continuous adjustment of the frequency of ventilation over the range 8 to 40 breaths per minute. It does this by varying both inspiration and expiration time in such a way that the inspiration time is limited to within the range 1.0 to 1.5 seconds when the frequency is between 12 and 20 breaths per minute; so as to give the correct ventilation patterns for CPR and rescue breathing in
2. There is a heart symbol at 12bpm to aid in the recommended setting for adult (CPR).

TIDAL VOLUME

1. This rotary control knob gives continuous adjustment of the flow to the patient over the range 6 – 65 liters per minute.
2. For ease of use in the emergency situation, it is calibrated in terms of tidal volume.

AIR MIX CONTROL

1. This knob operates a rotary two-position switch to select the “Air Mix” or “No Air Mix” mode. In the “No Air Mix” position the gas supplied to the ventilator is passed undiluted to the patient whether this is 100% oxygen or compressed air. Example: with a 2.7 L”D” size cylinder will last 52 minutes with a setting of 800mL of Tidal volume at 12 bpm delivering 100% O^2.
2. In the “Air Mix” mode the ventilator uses a high efficiency entrainment device to mix ambient air with the supply gas in the ratio of approximately 2:1. When supplying oxygen, this means that a mixture containing 45% oxygen is generated and supplied to the patient. Example: with a 2.7 L”D” size cylinder will last 150 minutes with a setting of 800mL of Tidal volume at 12 bpm delivering 100% O^2 in “Air Mix” mode.

PATIENT VALVE ASSEMBLY

1. The patient valve assembly (PVA) directs the flow from the ventilator into the lungs during the inspiratory phase and allows expiration to the atmosphere.
2. The connection to the patient is by means of standard ports of 15/22 mm I/O diameter adapters for use with ventilatory adjuncts.
3. The patient valve will allow for spontaneous ventilation by a patient with an inspiratory effort of –2 cm H_2O.
4. The yellow rubber disc covering the port serves as a non-return valve to ensure the patient always inspires from the ventilator and not directly from the atmosphere through this port.



ParaPAC Ventilator Diagram

Dr. Sandra Schwemmer, D.O.

Important: The King Vision Display must be "OFF" before attaching a blade; otherwise, the video image will become distorted. If this happens, simply turn the Display "OFF" then back "ON".



Install the Display into the Blade

Only goes together one way, listen for a "click" to signify that the Display is fully engaged with the Blade.
Note that the front and back of the parts are color-coded to facilitate proper orientation.

Channeled Blade

The size #3 (Adult) Channeled blade is designed to be used with standard ETT sizes 6.0 to 8.0. **No stylet is needed.**

- Lubricate the ETT, the guiding channel of the Channeled Blade and the distal tip of the Blade using a water soluble lubricant. Take care to avoid covering the imaging element of the blade with lubricant.
- The ETI may be preloaded into the guiding channel with its distal tip aligned with the end of the channel. Note that the ETT tip should not be evident on the screen when loaded properly.

Standard Blade - same procedure as a standard Macintosh blade

Power on the device - Power button is on the back of the King Vision Display.

- The King Vision Display should turn "ON" immediately AND the Display should show a moving image.
  If the LED Battery indicator light in the upper left hand corner of the King Vision Display is FLASHING RED, the battery life remaining is limited

Insertion of King Vision Blade into the Mouth

- Open the patient's mouth using standard technique.
- If excessive secretions/blood present, suction the patient's airway prior to introducing the Blade into the mouth.
- Insert the blade into the mouth following the midline. Take care to avoid pushing the tongue toward the larynx.
- Use an anterior approach toward the base of the tongue. Watch for the epiglottis and direct the Blade tip towards the vallecula to facilitate visualization of the glottis on the Display. The King Vision Blade tip can be placed in the vallecula like a Macintosh blade or can be used to lift the epiglottis like a Miller blade. For best results, center the vocal cords in the middle of the Display..
- If the lens becomes obstructed (blood/secretions), remove the blade from the patient's mouth and clear the lens.

ETT Insertion

- After you can see the vocal cords in the center of the King Vision Display, advance the ETT slowly and watch for the cuff to pass through the vocal cords. Note that minor manipulation of the blade may be needed to align the ETT tip with the vocal cords.

The most common issue associated with ETT placement with any video laryngoscope is that the blade tip has been advanced too far; there may be a good close-up image of the vocal cords, but the ETT cannot be advanced because the blade/camera is obstructing ETT passage.

ST elevation in the following leads indicate:

- Inferior wall MI - II, III, aVF – Perform V4 R on all Inferior wall MI **(IF POSITIVE NO NITRATES)**
- Lateral wall MI - I, aVL, V5 and V6
- Anterior wall MI - V1 thru V6
- Septal wall MI - V1 thru V3

- Inverted T waves and ST depression are indications of ischemia when found in aVL and V1

- Posterior wall MI – ST Depression in V1 thru V4 and a tall R wave; any R wave in V1 is suspicious

Indications for 12 Lead include:

- Any suspected cardiac event
- Chest pain
- Abdominal pain
- Syncope
- Poor general appearance
- Hypotension
- Dysrhythmias (Blocks, A.fib, A.flutter, Junctional, etc.)
- Dyspnea
- Weakness
- Altered mental status
- Unexplained nausea, vomiting or diaphoresis
- Unexplained arm, jaw, or back pain
- Return of Spontaneous Circulation (ROSC)

Obvious Death- identifiable signs of Lividity, Rigor Mortis, Decapitation or injuries not compatible with life

- Do not initiate BLS or ALS procedures
- Minimize personnel from entering the scene
- Consider the possibility of the potential of a crime scene and do not disturb body to get an ECG strip
- Ensure Law Enforcement officer secures scene

Valid Do Not Resuscitate Orders

An original yellow DNRO (DOH Form 1896) executed as required by State Statute **(with original signatures).**

A copy on yellow paper (or similar color to the original) of DNRO DOH Form 1896 executed as required by State Statute **(with original signatures).**

- State that it is a DNRO and provide instructions that the patient is not to be resuscitated in the event of cardiac or respiratory arrest.
- Have an effective date, which predates the date the assistance is requested.
- Include the patient's full legal name, either typed or printed.
- Be signed by the patient's attending physician and include the physician's medical license number, telephone number, and date completed.
- Be signed and dated by the patient if competent or, if the patient is incompetent, by the patient's healthcare surrogate, legal guardian or proxy.
- Be signed and dated by at least two witnesses.

MONROE COUNTY FIRE RESCUE
REFERENCE

State of Florida
DO NOT RESUSCITATE ORDER

(please use ink)

Patient's Full Legal Name:_____ Date: _____
(Print or Type Name)

PATIENT'S STATEMENT

Based upon informed consent, I, the undersigned, hereby direct that CPR be withheld or withdrawn.
(If not signed by patient, check applicable box):

- ☐ Surrogate
- ☐ Court appointed guardian
- ☐ Proxy (both as defined in Chapter 765, F.S.)
- ☐ Durable power of attorney (pursuant to Chapter 709, F.S.)

_____
(Applicable Signature) (Print or Type Name)

PHYSICIAN'S STATEMENT

I, the undersigned, a physician licensed pursuant to Chapter 458 or 459, F.S., am the physician of the patient named above. I hereby direct the withholding or withdrawing of cardiopulmonary resuscitation (artificial ventilation, cardiac compression, endotracheal intubation and defibrillation) from the patient in the event of the patient's cardiac or respiratory arrest.

_____ (___)___-____
(Signature of Physician) (Date) Telephone Number (Emergency)

_____
(Print or Type Name) (Physician's Medical License Number)

DH Form 1896, Revised December 2004

PHYSICIAN'S STATEMENT

I, the undersigned, a physician licensed pursuant to Chapter 458 or 459, F.S., am the physician of the patient named above. I hereby direct the withholding or withdrawing of cardiopulmonary resuscitation (artificial ventilation, cardiac compression, endotracheal intubation and defibrillation) from the patient in the event of the patient's cardiac or respiratory arrest.

_____ (___)___-____
(Signature of Physician) (Date) Telephone Number (Emergency)

_____
(Print or Type Name) (Physician's Medical License Number)

DH Form 1896, Revised December 2004

State of Florida
DO NOT RESUSCITATE ORDER

_____
Patient's Full Legal Name (Print or Type) (Date)

PATIENT'S STATEMENT

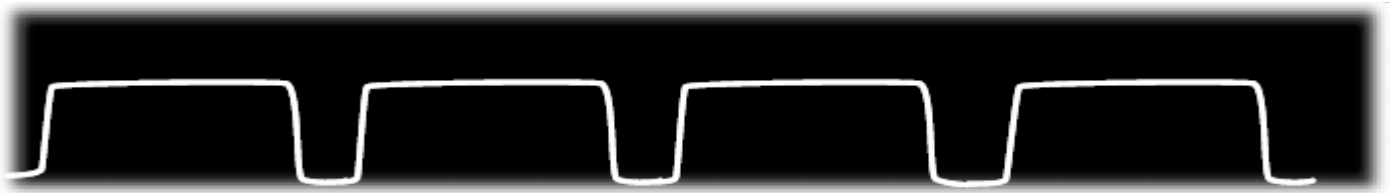
Based upon informed consent, I, the undersigned, hereby direct that CPR be withheld or withdrawn.
(If not signed by patient, check applicable box):

- ☐ Surrogate
- ☐ Proxy (both as defined in Chapter 765, F.S.)
- ☐ Court appointed guardian
- ☐ Durable power of attorney (pursuant to Chapter 709, F.S.)

_____
(Applicable Signature) (Print or Type Name)

DETERMINATION OF DEATH-OBVIOUS DEATH & DNRO

Dr. Sandra Schwemmer, D.O.



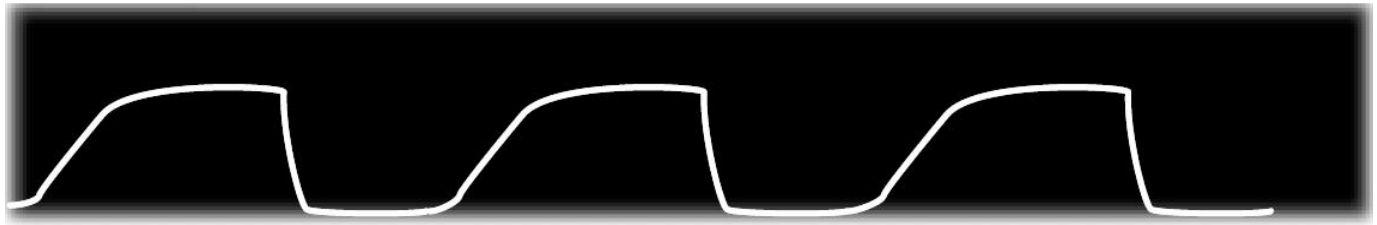
Normal



Hyperventilation



Hypoventilation



Bronchospasm

Glasgow Coma Scale - Adult

Best eye response: (Eyes)	Best verbal response: (Verbal)	Best motor responses: (Motor)
4 Open eyes spontaneously	**5** Oriented, converses normally	**6** Obeys Command
3 Open eyes in response to voice	**4** Confused, disoriented	**5** Localizes painful stimuli
2 Opens eyes in response to painful stimuli	**3** Utters inappropriate words	**4** Withdraws from pain
1 Does not open eyes	**2** Incomprehensible sounds	**3** Decorticate posturing upon painful stimuli
	1 Makes no sounds	**2** Decerebrate posturing upon painful stimuli
		1 Makes no movements

Best eye response (Eyes)

4 Eyes opening spontaneously
3 Eyes opening to speech *(Not to be confused with an awakening of a sleeping person; such patients receive a score of 4, not 3)*
2 Eyes opening in response to pain *(Patient responds to pressure on the patient's fingernail bed; if this does not elicit a response, sternum rub may be used)*
1 No eye opening

Best verbal response (Verbal)

5 Oriented *(Patient responds coherently and appropriately to questions such as the patient's name and age; where they are and why; the year; month, etc.)*
4 Confused *(The patient responds to questions coherently but there is some disorientation and confusion)*
3 Inappropriate words *(Random or exclamatory articulated speech, but no conversational exchange)*
2 Incomprehensible sounds *(Moaning but no words; unintelligible)*
1 None

Best motor response (Motor)

6 Obeys commands *(The patient does simple things as asked)*
5 Localizes to pain *(Purposeful movements towards painful stimuli; e.g. hand crosses mid-line towards the sternum during sternum rub)*
4 Withdraws from pain *(Pulls part of body away when pinched; normal flexion)*
3 Flexion in response to pain *(Decorticate response)*
2 Extension to pain *(Decerebrate response: adduction, internal rotation of shoulder, pronation of forearm)*
1 No motor response

For all calls where a basic or advanced life support unit is dispatched in response to activation of the 911 system, upon making patient contact obtain clear consent for treatment. A competent adult has the right to refuse any medical care but must read or have read to them the appropriate release form and then sign the refusal in the presence of a responder. Contact Law Enforcement if patient or crew safety is potentially at risk.

Determination of Medical Competency to Refuse

Indications:

- For all calls where a basic or advanced life support unit is dispatched in response to activation of the 911 system, where a patient is identified, all patients will be offered transport to the nearest appropriate hospital.
- The only patients authorized to not be transported to a hospital are patients who execute a complete Release form in accordance with the refusal protocol stated below.

Procedure:

Obtain history from the patient and/or other persons in the area.

Obtain and record:

- At least one set of vital signs for each patient (if unobtainable, provide complete explanation in report)
- Any improvement from initial complaint (e.g. improved blood glucose)
- Perform a physical exam
- Record the patient is awake and oriented to person, place, time, and events;
- Assess for any trauma or medical illness that may represent a threat to well-being of the patient or alter their ability to make decisions (hypoxia, hypoglycemia, prior stroke, or other neurologic disability);
- Assess for psychiatric illness (suicidal/homicidal behavior, hallucinations, delusions);
- Assess for the presence of a toxic ingestion or exposure to such substance as alcohol, drugs, medications such as narcotics, and benzodiazepines, or carbon monoxide.
- Assess the competency of the patient.

For EMS purposes, a competent patient shall be defined as one whom:

- Is 18 years of age or older or an emancipated minor

An emancipated minor is a person under the age of 18 whom meets one of the following criteria:

- Is female, unmarried, and has a minor child, or
- Is enlisted in military service, or
- Has been declared emancipated by court order

And meets ALL the following criteria:

- Is awake, alert, fully oriented to time, person, place, and situation; **AND**
- Has no signs of injury or illness which may impair the ability to make an informed decision; **AND**
- Has no recent history of drug/medication/alcohol ingestion or carbon monoxide exposure that might impair judgment; **AND**
- Exhibits no suicidal or homicidal behavior and does not want to harm themselves.

Determination of Medical Competency to Refuse—continued

Care may be refused for a minor ONLY if ALL of the following are met:

- The patient exhibits no historical or physical findings of potentially life, limb, or organ threatening injury or illness;
- The patient does not exhibit signs of intoxication and has no apparent alterations in mental status, level of consciousness, or abnormal vital signs;
- The responsible parent/legal guardian is competent and present, if applicable;

If one or more of the above is not met, patient must be transported to the appropriate hospital

If the patient, (or parent or guardian), is judged *COMPETENT* to refuse transport, emphasize:

- The need for medical care; and
- The risks of refusal of care (including death and disability); and
- The willingness of EMS to transport the patient; and
- That patient should call their primary care physician immediately to seek medical advice/counsel ASAP; and
- That the PCR must be completed which includes patient name, address or phone number, completed and signed Refusal form,
- That the patient may call Monroe County Fire Rescue at any time if they need our service.

If the patient (or parent / guardian) is judged *NOT COMPETENT* to refuse transport:

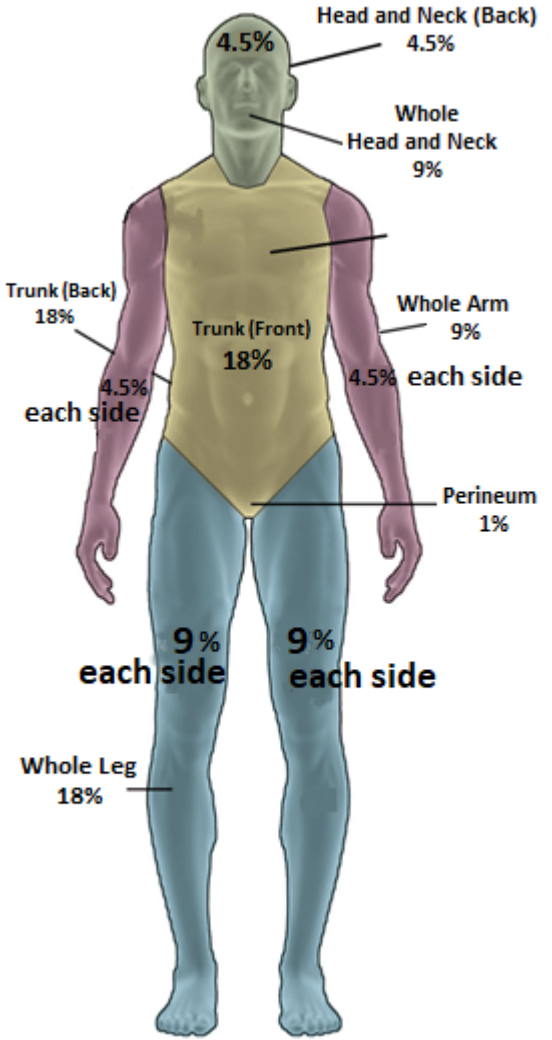
- Explain to patient, (or parent / guardian) the need for transport; and
- Reassure patient that no harm will result from transport but complications, up to and including death may result from delay in treatment; and
- If the patient (or parent / guardian) continues to refuse care:
- Enlist the aid of law enforcement personnel for patient and crew safety; and
- Proceed with transport of the patient.
- If there is any doubt concerning the competency of the patient to refuse medical care and/or hospital transport, and no guardian is present, medical transport is mandatory.

Implied Consent:

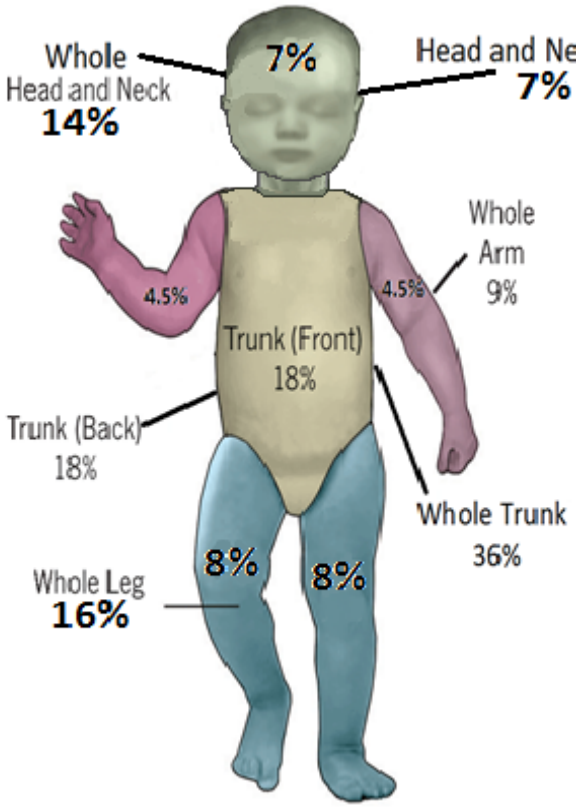
- If a person is determined to be incompetent, they may be treated and transported under an “implied consent” (when a reasonable individual would consent to under the same circumstances).
- If the patient is transported and/or treated on the basis of implied consent, field personnel should use reasonable measures to ensure safe transport to the closest appropriate facility.

MCFR Battalion Chief should be contacted if there are any questions regarding a patient’s ability to refuse medical care or if assistance is needed to convince the patient to be transported.

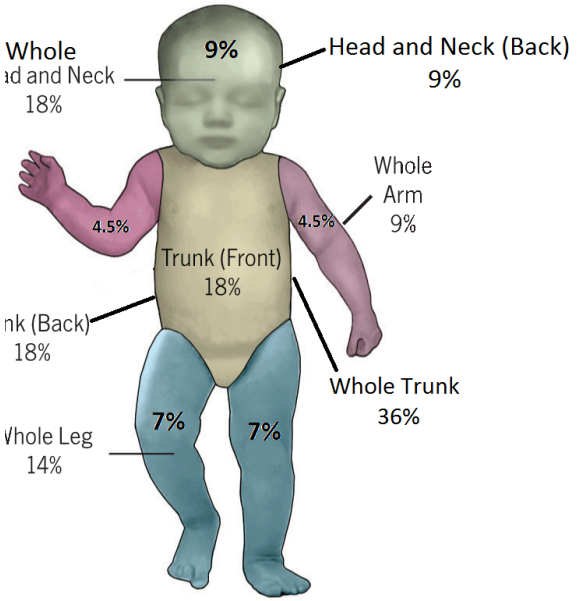
ADULT



CHILD



INFANT



Parkland Formula for IV fluid administration: **4cc/kg x % of Body Surface Burned divided by 2**

Rule Of Nines

Dr. Sandra Schwemmer, D.O

CINCINNATI Stroke Scale

SPEECH

"You can't teach an old dog new tricks"

Aphasic (Wrong or Inappropriate Words)

Dysarthria (Slurred or Unable to Speak)

Facial Droop (Cranial Nerves)

Show Teeth or Smile

Abnormal = ***Left*** Sided Droop

Abnormal = ***Right*** Sided Droop

Arm Drift (Limbs -Motor)

Close eyes, Hold both arms out

Abnormal + ***Left*** drift or unable to move

Abnormal + ***Right*** drift or unable to move

MEND Exam

SPEECH

"You can't teach an old dog new tricks"

Question Patient for: Age, Month

Commands: Close Eyes, Open Eyes

CRANIAL NERVES

Facial Droop: Show Teeth or Smile

Visual Fields: Four Quadrants

Horizontal Gaze: Side To Side

LIMBS (Motor)

MOTOR:

Arm Drift: Close eyes, Hold both arms out

Leg Drift:

Opens eyes and lifts each leg separately

SENSORY:

Arms: Close eyes, touch then pinch

Legs: Close eyes, touch then pinch

COORDINATION:

Arms: Fingers to nose

Legs: Heel to Shin

Stroke Scale

This policy will only apply to ADULTS with persistent asystole when resuscitation has failed, and when the situation in the field supports the decision to terminate resuscitation OR when specific scene situations or patient presentations prevent complete resuscitation and/or transport to the hospital. Resuscitation may be discontinued on ADULTS when ALL of the following criteria have been met:

1. Persistent ECG rhythm of asystole

- Confirm and record asystole in all three leads and attach to PCR over 15 minutes. (This includes patients where initial rhythm of VF/VT or PEA converted to asystole).
- Note: Occasional single beats that look agonal (wide complex, no pulse) may be counted as persistent asystole.

2. Performance of all appropriate BLS and at least 20 minutes of ALS procedures for asystole including:

- Patent airway with effective ventilation is established. With ETT or I-gel, confirmed with positive $ETCO_2$ and other positive confirmation signs, but may be done with BVM ventilation (best done with an OPA and 2 NPAs in place) plus visible chest rise and/or positive $ETCO_2$.
- IV/IO of Normal Saline
- Appropriate medications for the presenting rhythm, including a total of 4 doses of Epinephrine have been administered without response

3. Arrest is NOT suspected to be from:

- Lightning strike or electrical shock
- Drug OD/poisoning or hypothermia.

4. Patient never had or never developed a pulse during EMS resuscitative effort (*EMS witnessed arrest or temporary ROSC*)

5. Non reactive pupils

6. $ETCO_2$ reading of: < 10 mmHg with manual CPR OR < 20 mmHg with Lucas Device activated during the arrest. Record and attach waveform to PCR.

7. All crew members and family members (if on scene) agree on the termination of the resuscitation. If any individual present on scene disagrees with termination of resuscitative efforts, resuscitation must continue and patient must be transported to the Hospital.

8. No situations where discontinuing resuscitation efforts may create a problem or confusion on scene, e.g.: hostile bystanders, crowd, public location, police not on scene or police response delayed, no ability to transport body.

Note: In the event of an extreme scene or unusual patient situation that prevents full resuscitation or transport after an attempt at resuscitation or incomplete resuscitation (e.g. bariatric pt, entrapment, etc.), resuscitative efforts may discontinue after crew determines there is no further opportunity to administer EMS care. This applies to all cardiac arrest rhythms/presentations including asystole, VF/VT, and PEA).Notification of the medical director and EMS office will occur as soon as possible after the termination of CPR.

A full Code Summary will be printed and sent intact to the EMS office before the end of the shift for all cardiac arrests worked, either terminated or transported with or without ROSC

I. DISPATCH PROCEDURES

Monroe County is unique in the state of Florida, in that it is comprised of a chain of islands stretching one hundred and thirteen miles in length, and connected by only one main highway. Monroe County Fire Rescue ALS transport vehicles are located at strategic points throughout the County, and are supplemented by numerous BLS Fire/Rescue vehicles, which may be activated as first responder support for Fire Rescue personnel.

1. Calls are received via an enhanced 911 system (Monroe County Sheriff's Office Central Dispatch Center) located in Marathon, which dispatches the appropriate Fire Rescue response units.

2. The Dispatcher obtains information from the caller regarding:
   - A.) Name of person calling
   - B.) Nature of incident
   - C.) Type of injury
   - D.) Call back number
   - E.) Number of patients
   - F.) Location of incident
   - G.) Extent and severity of reported injury

3. The Dispatcher selects the appropriate Fire Rescue response vehicle(s) closest to the location of the incident. The Dispatcher immediately transmits the appropriate alert tone, followed by the command "Rescue (assigned unit), be en route to..." after which the nature, location, and known details of the call are transmitted. This information is transmitted via 800 MHz radios carried by all Fire Rescue crew members, and all Fire Rescue Supervisory personnel. The Dispatcher may also elect to activate a BLS Fire Rescue vehicle for first response support.

4. With potential trauma patients or injuries that may warrant air transportation, the Dispatcher will tone the Monroe County “TRAUMA STAR” helicopter to standby and/or monitor the scene in case of TRAUMA ALERT patients. A request for “TRAUMA STAR” to respond may be made by a Monroe County Fire Rescue Battalion Chief or on scene EMT or Paramedic on duty.

5. The Dispatcher is in direct radio contact with the responding unit(s) and monitors the status of the crew (i.e., time enroute, arrival time on scene, time enroute to hospital, etc.).

6. On scene personnel may communicate requests for additional intra-agency resource support (e.g. manpower, equipment, additional vehicles, supervisory personnel), via the Dispatch Center. Requests for inter-agency support (e.g., law enforcement, utility company, fire suppression equipment and personnel, Marine Patrol, Coast Guard), may also be communicated via the Dispatch Center.

II. PRE-HOSPITAL PROCEDURES

1. Upon arrival at the incident, Fire Rescue personnel shall conduct a “scene size-up”, to include safe entry, severity and number of patients, the need for extrication, and the need for additional resources. Multiple patients shall be immediately triaged. The condition of each trauma patient shall be assessed using the Florida Trauma Scorecard methodology criteria, as outlined in Chapter 64J-2.004 and 64J-2.005 F.A.C., to determine whether the patient should be a TRAUMA ALERT. This information shall be used to determine the patient's transport destination. In assessing the condition of each patient, the paramedic shall evaluate the patient’s status for each of the following components: airway, circulation, disability (motor response/Glasgow Coma Scale), soft tissue injury; longbone fracture/skeletel, patient’s age, and mechanism of injury.

2. Upon determination that the patient meets Trauma Alert Criteria, the Paramedic in Charge will initiate communication with a SATC or SAPTRC or the local receiving facility, if circumstances do not allow for helicopter access to a SATC or SAPTRC. Communications from field FIRE RESCUE personnel to the receiving facility will include the phrase "TRAUMA ALERT", and will include the following information:

- Specific Trauma Alert Criteria
- Mechanism of injury
- Glasgow Coma Score (itemized)
- ETA to receiving facility

3. A Monroe County Fire Rescue Adult or Pediatric Trauma Street Form will be completed for every trauma alert patient and a copy shall accompany each patient to the receiving facility.

4. A Monroe County Fire Rescue Form MCFRF-011 “Street Form Worksheet” shall be completed for each patient and a copy shall accompany the patient to the receiving facility.

5. A Monroe County Fire Rescue electronic Patient Care Report will be completed as defined in section 64J – 1.001(18) F.A.C. by the Rescue personnel that were on-scene. A copy of the complete patient care report will be forwarded to the receiving facility when completed. The MCFR electronic Patient Care Report will also be completed ***for all trauma victims found deceased on scene.***

III. PRE-HOSPITAL FLIGHT PROCEDURES

Two (2) sets of flight criteria must be considered. The first is directed toward the safety of the helicopter pilot and crew, the ground personnel, the patient, and bystanders. The second set establishes operational guidelines for when the helicopter should be requested for TRAUMA ALERT patients.

1. **SAFETY CRITERIA**: (Conditions when the helicopter will not be used)

   A.) Severe weather (as determined by the pilot or S.O.)
   B.) Landing area obstructions: (as determined by the pilot or LZ Command)
   * Power lines too close to landing area
   * Trees, poles, signs, or other obstacles in immediate landing area
   * Large gathering of civilians in the area
   C.) An expectation that the area may not remain safe

2. **OPERATIONAL CRITERIA:** (Helicopter will be used)

   A.) If the patient is considered a TRAUMA ALERT patient as outlined in this protocol.

   B.) If the patient sustained a traumatic injury, but does not meet Trauma Alert criteria and any of the following conditions exist:
   i. Blockage of the main road, making ground access to the nearest receiving Hospital impossible.
   i. Failure of the drawbridges, making ground access to the nearest Hospital impossible.
   ii. Extrication time greater than fifteen (15) minutes.
   iv. If the helicopter is needed to gain access to the patient or needed to transport the patient out of an inaccessible area.
   v. If ground transportation is not available and is not expected to be available within a reasonable time (15-20 minutes, depending on injuries).
   vi. MCI (mass casualty incident), as determined by on scene MCFR Paramedic/or on duty MCFR Battalion Chief.

   C.) The Paramedic on scene will notify the Battalion Chief when TRAUMA STAR is requested under the circumstances listed in B above.

IV. ADULT and PEDIATRIC TRAUMA ALERT CRITERIA F.A.C. 64J-2.004
ADULT TRAUMA SCORECARD METHODOLOGY

1. Each EMS provider shall ensure that upon arrival at the location of an incident, an EMT or paramedic shall:
   A. Assess the condition of each adult trauma patient using the adult trauma scorecard methodology, as provided in this section to determine whether the patient should be a "Trauma Alert".
   B. In assessing the condition of each adult trauma patient, the EMT or paramedic shall evaluate the patient's status for each of the following components: airway, circulation, disability (includes Glasgow Coma Scale), soft tissue (cutaneous) injury, longbone fracture/skeletal, patient's age, and mechanism of injury. The patient's age and mechanism of injury shall be used as assessment factors when used in conjunction with assessment criteria included in (3) of this section.

2. The EMT or paramedic shall assess all adult trauma patients using the following criteria (RED criteria) in the order presented and if any one of the following conditions is identified, the patient shall be considered a Trauma Alert patient:
   A. Airway: The patient requires active airway assistance beyond the administration of oxygen or has a respiratory rate of less than 10 or greater than 29 breaths per minute.
      1. Drowning or near drowning patients.
   B. Circulation: The patient lacks a radial pulse or has a blood pressure of less than 90 mmHg or patients age 65 or older with a blood pressure of less than 110 mmHg.
   C. Disability: The patient exhibits a GCS score of 13 or less or exhibits the presence of paralysis or there is the suspicion of a spinal cord injury or the loss of sensation.
   D. Soft Tissue: Patients exhibiting any of the following are considered Trauma Alerts:
      1. 2nd or 3rd degree burns to 15 percent or more of the total body surface area;
      2. amputation at or above the wrist or ankle;
      3. any penetrating injury or GSW to the head, neck, torso or extremity;
      4. chest wall instability or deformity (suspected flail chest);
      5. crushed, degloved, mangled or pulseless extremity.
      6. dislocations of the hip, knee or ankle.

   Superficial wounds where the depth of the wound can be determined are excluded.
   E. Longbone Fracture/ Skeletal: The patient reveals signs or symptoms of two or more longbone fracture sites. Long bone fracture sites are defined as the (1) shaft of the humerus, (2) radius and ulna, (3) shaft of the femur, (4) tibia and fibula.
   F. Mechanism of Injury: Patients exhibiting any of the following are considered Trauma Alerts:
      1. Head trauma in patients on Coumadin (warfarin) or other blood thinners;
      2. Severe facial injury/fractures with potential airway compromise;
      3. Electrocution or lightning injury with loss of consciousness or visible signs of injury;
      4. Blunt abdominal trauma or chest trauma in patient with history of paralysis (paraplegia or quadriplegia);
      5. Pregnant patients ≥ 20 weeks with abdominal pain after blunt trauma.

3. Should the patient not be identified as a Trauma Alert using the RED criteria listed in (2) of this section, the trauma patient shall be further assessed using the BLUE criteria listed in this section and shall be considered a Trauma Alert patient when a condition is identified from any two of the seven blue components included in this section:
   A. Circulation: The patient has renal failure and is on dialysis;
   B. Disability: The patient has head injury with loss of consciousness, amnesia or new onset of altered mental status;
   C. Soft Tissue: The patient has soft tissue loss from either a major de-gloving injury involving muscle and/or nerve, or a major deep flap avulsion greater than 5 inches;
   D. Long Bone Fracture/Skeletal: The patient has an obvious or suspected single long bone fracture due to MVC, or any patient with an obvious or suspected single long bone fracture on Coumadin or other anticoagulants;
   E. Age: The patient is 55 years of age or older; special consideration should be given to patients ≥ 65 years of age with minimal signs/symptoms following a traumatic injury;
   F. Mechanism of Injury: Patients exhibiting any of the following criteria:
      i. The patient has been ejected or thrown from an automobile, motorcycle or golf cart;
      ii. The patient has been ejected from a horse (with or without loss of consciousness) with suspected anatomical injury;
      iii. Patients with blunt head, chest, or abdominal trauma in patients on Coumadin or other high risk Anticoagulants (see list of Anticoagulants with High Risk of Bleeding);
      iv. There is a traumatic death in the same passenger compartment of the motor vehicle;
      v. There is intrusion of more than 12 inches in the roof or occupant side of the motor vehicle or more than 18 inches intrusion into any site of passenger compartment;
      vi. Vehicle telemetry data consistent with high risk of injury (vehicle telemetry data, when available, collected at the time of the crash and relayed to dispatch to assist in predicting serious injury);
      vii. Falls from 10 feet or more;
      viii. Pedestrians or bicyclists that are struck, thrown, or run over by motorized vehicles traveling at speeds greater than or equal 20 miles per hour;
      ix. Motorcycle, golf cart or ATV crash at speeds greater than 20 miles per hour;
      x. Patients with renal failure on dialysis.

4. In the event that none of the conditions are identified using the criteria in (2) or (3) of this section in the assessment of the adult trauma patient, the EMT or paramedic can call a Trauma Alert if, in his or her judgment, the patient's condition warrants such action. Where EMT or paramedic judgment is used as the basis for calling a Trauma Alert, it shall be documented as required in accordance with the requirements of Rule 64J-1.014, F.A.C. The results of the patient assessment shall be recorded and reported in accordance with the requirements of Rule 64-J-1.014, F.A.C.

Monroe County Fire Rescue
Adult Trauma Scorecard Methodology

The EMT or paramedic shall assess the condition of those injured persons with anatomical and physiological characteristics of a person sixteen (16) years of age or older for the presence of at least one of the following three (3) criteria to determine whether to transport as a Trauma Alert. These three criteria are to be applied in the order listed, and once any one criterion is met that identifies the patient as a Trauma Alert, no further assessment is required to determine the transport destination:

1. **Meets color-coded triage system (see below)**
2. **Meets local criteria (specify)**
3. **Patient does not meet the trauma criteria listed, but was transported to a trauma center due to EMT or paramedic judgment (reason for transport must be justified in run report).**

	RED	BLUE
AIRWAY	ACTIVE AIRWAY ASSISTANCE[1] or RR <10 or >29 BPM DROWNING OR NEAR DROWNING	
CIRCULATION	LACK OF RADIAL PULSE or BP <90 mmHg BP<110 IN PATIENT OVER 65 YEARS	PATIENTS WITH RENAL FAILURE ON DIALYSIS
DISABILITY	GCS ≤ 13 or PRESENCE OF PARALYSIS, or SUSPICION OF SPINAL CORD INJURY or LOSS OF SENSATION	HEAD INJURY WITH LOSS OF CONSCIOUSNESS, AMNESIA or NEW ALTERED MENTAL STATUS
SOFT TISSUE	2ND OR 3rd DEGREE BURNS TO 15% or MORE TBSA AMPUTATION AT OR ABOVE THE WRIST or ANKLE ANY PENETRATING INJURY TO HEAD, NECK, TORSO OR EXTREMITY[3] DISLOCATION OF HIP, KNEE OR ANKLE CHEST WALL INSTABILITY or DEFORMITY (FLAIL CHEST) CRUSHED, MANGLED, DEGLOVED or PULSELESS EXTREMITY	SOFT TISSUE LOSS[2]
LONG BONE FRACTURE/ SKELETAL[4]	FRACTURE OF TWO or MORE LONG BONES[4]	SINGLE LONG BONE FX SITE DUE TO MVC[4] SINGLE LONG BONE FX IN PT ON HIGH RISK ANTICOAGULANTS [6]
AGE		55 YEARS OR OLDER
MECHANISM OF INJURY	SEVERE FACIAL INJURY/FRACTURES WITH POTENTIAL AIRWAY COMPROMISE ELECTROCUTION OR LIGHTNING INJURY WITH LOSS OF CONSCIOUSNESS OR VISIBLE SIGNS OF INJURY BLUNT ABDOMINAL or CHEST TRAUMA IN PATIENT WITH HISTORY OF PARALYSIS (PARAPLEGIA or QUADRIPLEGIA) PREGNANCY ≥ 20wks WITH ABDOMINAL PAIN AND BLUNT TRAUMA	EJECTON FROM AUTOMOBILE, MOTORCYCLE, GOLF CART or HORSE BLUNT HEAD, CHEST, OR ABDOMINAL TRAUMA IN PATIENTS ON HIGH RISK ANTICOAGULANTS[6] DEATH IN SAME PASSENGER COMPARTMENT INTRUSION INCLUDING ROOF >12 INCHES OCCUPANT SITE; >18 INCHES ANY SITE INTO THE PASSENGER COMPARTMENT FALL 10 FT or MORE AUTO VS. PEDESTRIAN/BICYCIST THROWN, RUN OVER or WITH IMPACT GREATER THAN 20 MPH MOTORCYCYLE, GOLF CART OR ATV CRASH >20mph VEHICLE TELEMETRY DATA CONSISTENT WITH HIGH RISK OF INJURY, IF AVAILABLE[5]

RED =any one**(1)**-transport as a trauma alert; BLUE =any two **(2)**-transport as a trauma alert.

1. Airway assistance includes manual jaw thrust, continuous suctioning, or use of other adjuncts to assist ventilatory efforts.
2. Crushed, Major de-gloving injures, mangled extremity or deep flap avulsion (>5 in.)
3. Excluding superficial wounds in which the depth of the wound can be determined.
4. Long bone fracture sites are defined as the (1) shaft of the humerus, (2) radius and ulna, (3) femur, (4) tibia and fibula.
5. Vehicle Telemetry Data (if/when available) may be relayed to dispatch and can assist in predicting potential serious injuries from the data collected at the time of the crash.
6. See attached list of Anticoagulants with High Risk of Bleeding

PEDIATRIC TRAUMA SCORECARD METHODOLOGY

1. Each EMS provider shall ensure that upon arrival at the location of an incident, the EMT or paramedic shall assess the pediatric trauma patient by evaluating the patient's status for each of the following components: Size, Airway, Circulation, Disability, Soft Tissue, Long Bone Fracture/Skeletal, and Mechanism of Injury. In assessing the pediatric patient, the criteria for each of the components in (2) and (3) of this section shall be used to determine the transport destination for pediatric trauma patients.

2. The EMT or paramedic shall assess all pediatric trauma patients using the following RED criteria and if any of the following conditions are identified, the patient shall be considered a pediatric Trauma Alert patient:
   A. Airway: If the patient requires active airway assistance including manual jaw thrust, continuous suctioning, or use of other adjuncts to assist ventilator efforts, has a respiratory rate of < 20 in an infant less than one year of age, or a respiratory rate of <10 in children age 1-15 years old.
      1. All drowning or near drowning patients.
   B. Circulation: The patient has a faint or non-palpable carotid or femoral pulse or the patient has a systolic blood pressure of less than 50 mmHg.
   C. Disability: The patient exhibits an altered mental status that includes: drowsiness, lethargy, the inability to follow commands, unresponsiveness to voice, totally unresponsive, or is in a coma or there is the presence of paralysis; or the suspicion of a spinal cord injury; or loss of sensation.
   D. Soft Tissue: The patient has a major soft tissue disruption, or major skin flap avulsion (greater than 5 cm) or 2nd or 3rd degree burns to 10 percent or more of the total body surface area, or amputation at or above the wrist or ankle, or a major de-gloving injury. The patient exhibits a dislocation of the hip, knee or ankle.
      If there is any penetrating injury or GSW to the head, neck, torso or extremity. (Superficial wounds where the depth of the wound can easily be determined are excluded from this criteria head and extremity only),
   E. Long Bone Fracture/Skeletal: There is evidence of an open long bone fracture or multiple fracture sites. Long bone sites are defined as the (1) shaft of the humerus, (2) radius and ulna, (3) shaft of the femur, (4) tibia and fibula.
   F. Mechanism of Injury: Patients exhibiting any of the following criteria will be Trauma Alerts:
      i. Electrocution or lightning injury with loss of consciousness or visible signs of injury;
      ii. Severe facial injury with airway compromise or potential airway compromise;
      iii. Ejection from automobile, motorcycle, ATV, golf cart or horse with anatomic injury;
      iv. Blunt abdominal trauma or chest trauma in patient with history of paralysis (paraplegia or quadriplegia)
      v. Blunt head, chest or abdominal trauma in a patient with bleeding disorder or on anticoagulants with a high risk of bleeding (see list of Anticoagulants with High Risk of Bleeding).
      vi. Auto versus pedestrian or bicyclist thrown, run over, or impact resulting from speeds more than 20 mph.

3. Should the pediatric patient not be identified as a Trauma Alert using the RED criteria listed in (2) of this section, the trauma patient shall be further assessed using the BLUE criteria listed in this section and shall be considered a Trauma Alert patient when a condition is identified from any two of the five components included in this section:
   A. Size: The patient weighs < 20 kilograms (44 pounds).
   B. Circulation: The carotid or femoral pulse is palpable, but the radial or pedal pulses are not palpable or the systolic blood pressure is less than 90 mmHg.
   C. Disability: The patient exhibits symptoms of amnesia or there is loss of consciousness.
   D. Soft tissue: The patient sustains a dislocation of the upper extremity, excluding fingers.
   E. Long Bone Fracture/Skeletal: The patient reveals signs or symptoms of a single closed long bone fracture or dislocation. Long bone fractures do not include isolated wrist or ankle fractures.
   F. Mechanism of Injury: Pediatric patients exhibiting any of the following criteria:
      i. Death in the same passenger compartment,
      ii. Intrusion of more than 12 inches in the roof or occupant side of the motor vehicle or more than 18 inches intrusion into any site of passenger compartment,
      iii. Vehicle telemetry data consistent with high risk of injury,
      iv. Fall > 10 feet or 2-3 times the length or height of the child,

4. In the event that none of the criteria in (2) or (3) of this section are identified in the assessment of the pediatric patient, the EMT or paramedic can call a "Trauma Alert" if, in his or her judgment, the trauma patient's condition warrants such action. Where EMT or paramedic judgment is used as the basis for calling a Trauma Alert, it shall be documented as required in accordance with Rule 64J-1.014, Florida Administrative Code.

Monroe County Fire Rescue
Pediatric Trauma Scorecard Methodology

The EMT or Paramedic shall assess the condition of those injured individuals with anatomical and physical characteristics of a person fifteen (15) years of age or younger for the presence of one or more of the following three (3) criteria to determine the transport destination per 64J-2.005, Florida Administrative Code, (F.A.C.):

1. **Meets color-coded triage system (see below)**
2. **Meets local criteria (specify):**
3. **Patient does not meet the trauma criteria listed, but was transported to a trauma center due to EMT or paramedic judgment (reason for transport must be justified in run report).**

RED =any **one (1)** - transport as a trauma alert; BLUE =any **two (2)** - transport as a trauma alert.

	RED	BLUE
SIZE		WEIGHT < 22 Kg
AIRWAY	ACTIVE AIRWAY ASSISTANCE[1] RESP RATE < 20 IN INFANT < 1 YR RESP RATE < 10 IN CHILDREN 1YR	
CIRCULATION	FAINT or NON-PALPABLE CAROTID or FEMORAL PULSE or SBP < 50 mmHg	CAROTID or FEMORAL PULSES PALPABLE, BUT THE RADIAL OR PEDAL PULSE NOT PALPABLE or SBP < 90-mmHg
DISABILITY	ALTERED MENTAL STATUS[2] or PRESENCE OF PARALYSIS or SUSPICION OF SPINAL CORD INJURY or LOSS OF SENSATION	AMNESIA or LOSS OF CONSCIOUSNESS
SOFT TISSUE	MAJOR SOFT TISSUE DISRUPTION, MAJOR DE-GLOVING INJURY, or MAJOR AVULSION of SKIN [6] 2^{O}or 3^{O} BURNS TO >10% TBSA ANY PENETRATING INJURY OR GSW to the HEAD, NECK, TORSO OR EXTREMITY[6] AMPUTATION AT OR ABOVE THE WRIST or ANKLE DISLOCATION OF THE HIP, KNEE OR ANKLE	UPPER EXTREMITY DISLOCATION, EXCLUDING FINGERS
LONG BONE FRACTURE / SKELETAL	OPEN LONG BONE FRACTURE[3] or MULTIPLE FRACTURE SITES or MULTIPLE DISLOCATION SITES	SINGLE LONG BONE[3] FRACTURE SITE[4] or DISLOCATION
MECHANISM OF INJURY	ELECTRUCUTION OR LIGHTNING STRIKE WITH LOSS OF CONSCIOUSNESS OR VISIBLE SIGNS OF INJURY SEVERE FACIAL INJURY WITH AIRWAY COMPROMISE PENETRATING INJURY TO THE EXTREMITY AT or ABOVE THE KNEE BLUNT ABDOMINAL or CHEST TRAUMA IN PATIENT WITH PARALYSIS (PARAPLEGIA or QUADRIPLEGIA) BLUNT HEAD, CHEST, ABDOMINAL TRAUMA IN PT WITH DISORDER OR ON COUMADIN/ANTICOAGULANTS WITH HIGH BLEEDING[8] AUTO VS. PEDESTRIAN/BICYCIST THROWN, RUN OVER or GREATER THAN 20 MPH EJECTION FROM AUTO, ATV, GOLF CART OR HORSE WITH INJURY	EJECTION (PARTIAL or COMPLETE) FROM AUTOMOBILE DEATH IN SAME PASSENGER COMPARTMENT ANY SITE INTO THE PASSENGER COMPARTMENT VEHICLE TELEMETRY DATA CONSISTENT WITH HIGH RISK OF FALL > 10 FT OR 2-3 TIMES THE HEIGHT OF THE CHILD

1. Airway assistance includes manual jaw thrust, continuous suctioning, or use of other adjuncts to assist ventilatory efforts.
2. Altered mental states include drowsiness, lethargy, inability to follow commands, unresponsiveness to voice, totally unresponsive.
3. Long bone fracture sites are defined as the (1) shaft of the humerus, (2) radius and ulna, (3) femur, (4) tibia and fibula.
4. Long bone fractures do not include isolated wrist or ankle fractures.
5. Includes major de-gloving injury.
6. Excluding superficial wounds where the depth of the wound can be determined.
7. Vehicle Telemetry Data, when available, can be relayed to dispatch; the data can assist in predicting potential serious injuries from the data collected at the time of the crash.
8. See list of Anticoagulants with High Risk of Bleeding.

V. TRANSPORT DESTINATION CRITERIA 64J-2.002 F.A.C.

1. There are no state approved trauma centers in Monroe County. Therefore, it is the decision of the Medical Director, Dr. Sandra Schwemmer, that it is in the best medical interest of trauma patients, who meet the criteria outlined in this protocol for designation as a TRAUMA ALERT, to be transported as expeditiously as possible to a SATC or SAPTC. If air transport is not possible, TRAUMA ALERT patients may be transported to a local hospital for stabilization until transport to the nearest SATC or SAPTC is available.
2. Monroe County Fire Rescue has an agreement with the Monroe County Sheriff for the use of a rotor wing aircraft "TRAUMA STAR" for use in critical medical and TRAUMA ALERT patients in Monroe County. TRAUMA STAR is a county supported air Ambulance based in Marathon or Key West and will respond, when called to the trauma scene or local hospital to transport TRAUMA ALERT patients to a State of Florida, Department of Health approved trauma center as noted in these "Trauma Transport Protocols (TTP).
3. No patient shall be transported from the scene via air transport without appropriate immobilization, a secure airway allowing for adequate ventilation, and established IV/IO access. Inability to secure an airway is a contraindication to air transport.
4. Trauma patients in full cardiac arrest (trauma code) on the scene do not quality as a Trauma Alert and should be taken by ground ALS to the nearest Hospital.
5. If circumstances prohibit direct scene transport to a Trauma Center (adverse weather conditions, disasters, mass casualties, prolonged TRAUMA STAR ETA) then patients will be taken to the nearest local hospital for stabilization and treatment prior to transport to the nearest Trauma Center.
6. All TRAUMA ALERT patient air transport run reports will be forwarded to the MCFR Battalion Chief of EMS and Medical Director within 72 hours for QA review.
7. A hand written "Patient Care Field Report" containing information pertinent to the patient's identification, patient assessment and care given will be provided by the EMS ground crew to accompany all Trauma patients transported by Trauma Star. A final ePCR report must then be sent to the receiving Trauma Center as soon as completed, or within 24 hours of the incident.

VI. EMERGENCY INTER-FACILITY TRANSFER OF TRAUMA PATIENTS

As previously noted, there are no state approved trauma centers in Monroe County. On rare occasion and when air transport is not available, a patient meeting Trauma Alert criteria may need to be transported from the scene to a local hospital for stabilization/treatment until appropriate transportation to the SATC or SAPTC is available.

The hospital will arrange for appropriate transportation of the patient to the trauma center. Should ground transport of the patient be necessary, supplemental personnel, such as medical or nursing staff, respiratory therapy staff, etc. may be necessary to assist the MCFR Rescue crew for optimal patient care. The transferring hospital will coordinate the necessary personnel to accompany the Fire Rescue ground transport personnel when needed.

VII. APPROVED TRAUMA CENTERS AND INITIAL RECEIVING HOSPITALS

Approved Trauma Centers and Pediatric Trauma Referral Centers

1. Level 1: Ryder Trauma Center at University of Miami/Jackson Memorial Hospital (Adult and Pediatric trauma care)
2. Level 1: Kendall Regional Medical Center (Adult and Pediatric trauma care)
3. Level II: Ryder Trauma Center at Jackson South Medical Center (Adult and Pediatric trauma care)
4. Nicklaus Children's Hospital (Pediatric trauma care only)

Receiving Facilities

1. Lower Keys: Lower Keys Medical Center, Stock Island
2. Middle Keys: Fishermen's Hospital, Marathon
3. Upper Keys: Mariner's Hospital, Tavernier

VIII. DISTRIBUTION OF TRAUMA TRANSPORT POLICY

The SATC, SAPTC, and receiving facilities to which Monroe County Fire Rescue routinely transports patients have been provided with a copy of the criteria which are used to determine trauma transport destinations.

IX. TRAUMA TRANSPORT PROTOCOLS MEDICAL DIRECTOR APPROVAL 64J-2.003

These protocols have been submitted by Monroe County Emergency Medical Services and have the approval of the agency Medical Director, Sandra Schwemmer, D.O., FACOEP-D, FACEP.

ANTICOAGULANT LIST

High Risk of Bleeding:

Trade Names:
Aggrenox (ASA + dipyridamole)
Agrylin (anagrelide)
Brilinta (ticagrelor)
Coumadin (warfarin)
Effient (prasugrel)
Eliquis (apixaban)
Jantoven (warfarin)
Plavix (clopidogrel)
Persantine (dipyridamole)
Pletal (cilostazol)
Pradaxa (dabigatran)
Savaysa (Edoxaban)
Ticlid (ticlopidine)
Trental (pentoxifylline)
Xarelto (rivaroxaban)
Zontivity (vorapaxar)

***Generic names*:**
Anagrelide(Agrylin)
Apixaban (Eliquis)
Cilostazol(Pletal)
Clopidogrel (Plavix)
Dabigatran (Pradaxa)
Dipyridamole(Persantine)
Dipyridamole + ASA (Aggrenox)
Edoxaban (Savaysa)
Pentoxifylline(Trental)
Prasugrel (Effient)
Rivaroxaban (Xarelto)
Ticagrelor (Brilinta)
Ticlopidine (Ticlid)
Vorapaxar (Zontivity)
Warfarin (Coumadin, Jantoven)

Injectables:
Activase (alteplase)
Aggrastat (tirofiban)
Angiomax (bivalirudin)
Argatroban
Arixtra (fondaparinux)
Fragmin (dalteparin)
Heparin
Innohep (tinzaparin)
Integrilin (eptifibatide)
Iprivask (desirudin)
Lovenox (enoxaparin)
Reopro (abciximab)
Streptokinase
Tenecteplase (TNKase)
Urokinase

April 2017

TRAUMA TRANSPORT PROTOCOLS

MEDICAL DIRECTOR APPROVAL

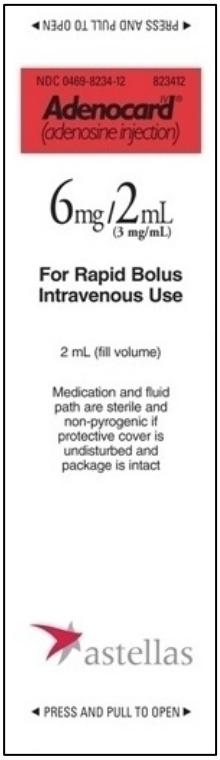
I, Sandra Schwemmer, D.O., Pre-hospital Medical Director for Monroe County Fire Rescue certify to the Department of Health, Bureau of Emergency Medical Services that I have reviewed and approve the Trauma Transport Protocols, dated March 1, 2021.

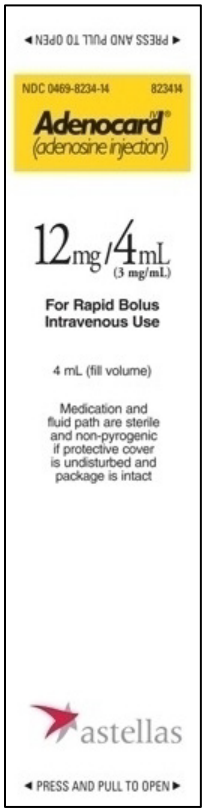


3/1/2021

Sandra Schwemmer, D.O, FACOEP-D, FACEP — Date
FL 0S 4022

Adenosine Triphosphate (Adenocard®)





ACTIONS:

Adenosine exerts its effects by decreasing conduction through the AV mode. The half-life of Adenocard is less than 10 seconds. Thus, its effects, desired and undesired, are self-limited.

INDICATIONS:

Adenocard is indicated for paroxysmal supraventricular tachycardia (PSVT), including that associated with accessory bypass tracts (Wolf-Parkinson-White Syndrome).

CONTRAINDICATIONS:

Adenocard is contraindicated in second or third degree AV block and sick sinus syndrome (except in patients with a functioning artificial pacemaker), and known hypersensitivity to Adenosine.

WARNINGS:

Adenocard may produce a short lasting first, second, or third degree heart block. In extreme cases transient asystole may result. At the time of conversion to normal sinus rhythm, a variety of new rhythms may appear (PVC's, PAC's, sinus bradycardia, sinus tachycardia, skipped beats, and varying degrees of AV block) and generally last only a few seconds without intervention.

PRECAUTIONS:

The effects of Adenosine are antagonized by methylxanthines such as caffeine and theophylline. Thus, larger doses of Adenosine may be required for Adenosine to be effective. Adenosine effects are potentiated by dipyridamole (Persantine). Thus, smaller doses of Adenosine may be effective. Adenosine may produce bronchoconstriction in patients with asthma.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Cardiovascular: Facial flushing, headache, and rarely: sweating, palpitations, chest pain, and hypotension.

Respiratory: Shortness of breath, chest pressure, and rarely: hyperventilating, metallic taste, tightness in throat and head pressure.

CNS: Light headedness and rarely: dizziness, blurred vision, tingling and numbness in extremities, apprehension.

DOSAGE:

Adult dosage: **6 mg rapid IVP**, immediately followed by 20 ml NS flush.
Repeat in 2 minutes at 12 mg IVP followed by 20 ml NS flush PRN.

Pediatric dosage: **0.1 mg/kg (maximum 6 mg) rapid IVP** immediately followed by 5 ml NS flush.
Repeat in 2 minutes, at 0.2 mg/kg (maximum 12 mg) rapid IVP followed by 5 ml NS flush PRN.

Time/Action Profile:	Onset	Peak	Duration
IV:	Immediate	Unknown	1-2 minutes

Albuterol (Proventil®, Ventolin®)



ACTIONS:

Albuterol is primarily a beta-2 sympathomimetic and as such produces bronchodilation. Because of its greater specificity for beta-2 adrenergic receptors it produces fewer cardiovascular side effects and more prolonged bronchodilation than isoproterenol.

INDICATIONS:

Albuterol inhaler is indicated for relief of bronchospasm in patients with reversible obstructive airway disease including asthma, and COPD.

CONTRAINDICATIONS:

Albuterol is contraindicated in patients with a history of hypersensitivity.

WARNINGS:

Use cautiously in patients with coronary artery disease, hypertension, hyperthyroidism, and diabetes. In adults, do not give Albuterol if heart rate is > 150. Exception: If patient remains in sinus tachycardia and systolic blood pressure remains > 100 Albuterol treatments may be continued. The rationale must be clearly documented. The benefits must outweigh the risks. Administer cautiously to patients on MAO inhibitors or tricyclic anti-depressants. Beta-Blockers and Albuterol will inhibit each other.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Cardiovascular: Tachycardia, hypertension, and angina.

CNS: Nervousness, tremor, headache, dizziness, and insomnia.

GI: Drying of oropharynx, nausea, and vomiting, unusual taste.

DOSAGE:

Adult dosage: **2.5 mg of Albuterol in 3ml of NS** to nebulizer and flow oxygen 8 liters/min.

Child dosage:

If > 1 year or > 10 kg:

2.5 mg of Albuterol in 3 ml of NS (0.083%) to nebulizer and flow oxygen 6 lpm

If < 1 year or < 10 kg:

1.25 mg of Albuterol in 1.5ml of NS (0.083%) to nebulizer and flow oxygen 3 lpm (half of 2.5 mg).Treatment will be delivered over approx. 5-15 mins.

Time/Action Profile:	Onset	Peak	Duration
Inhaled	5-15 minutes	60-90 minutes	3-6 hours

Amiodarone (Nexterone™)





ACTIONS:

Amiodarone suppresses recurrent VF, prolongs intranodal conduction and refractoriness, negative inotropic effect.

INDICATIONS:

- Ventricular Fibrillation
- Pulseless VT
- PVC's greater than (>) 12 min
- Ventricular Tachycardias (Wide and Narrow) with a pulse

CONTRAINDICATIONS:

- Any known allergy
- Cardiogenic Shock
- Sinus Bradycardia
- 2nd and 3rd degree AV blocks
-

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

None in Ventricular fibrillation.

DOSAGE:

Adult dosage:

Pulseless Arrest:
300 mg IV/IO
May repeat with **150 mg IV / IO**

With Pulses:
Infusion loading dose: **150 mg IV** (150 mg in 100cc NS) infused on a macro drip **over 10 mins**1.5gtts/sec.
Maintenance Infusion: **1mg/min**

Pediatric dosage:

Pulseless Arrest:
5mg/kg IV/IO may be repeated once. No single dose greater than 300 mg. (15mg/kg max)

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Unknown	Unknown	Unknown

Aspirin (Bayer, ® Bufferin®)



ACTIONS:

Aspirin is an analgesic, anti-inflammatory and anti-pyretic, which also appears to cause an inhibition of synthesis and release of prostaglandins. Aspirin also blocks formation of thromboxane A - 2. (Thromboxane A - 2 causes platelets to aggregate and arteries to constrict). Reduces overall mortality from acute myocardial infarction.

INDICATIONS:

Aspirin is indicated in the Acute Coronary Syndrome setting to prevent further clotting.

CONTRAINDICATIONS:

A known allergy to Aspirin (i.e. urticaria, dyspnia, etc.), active GI ulceration or bleeding, hemophilia or other bleeding disorders, during pregnancy, children under 2 years of age.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

GI: Nausea, vomiting, heartburn, and stomach pain.
OTIC: Tinnitus.
Hypersensitivity: Bronchospasm, tightness in chest, angioedema, urticaria, and anaphylaxis.

DOSAGE:

Adult dosage: **324 mg** (4) 81mg chewable tablets for Acute Coronary Syndromes

Time/Action Profile:	Onset	Peak	Duration
(Oral) PO:	5-30 minutes	1-3 hours	3-6 hours

Atropine Sulfate as Cardiac Agent



ACTIONS:

Atropine is a potent anticholinergic (parasympathetic blocker, parasympatholytic) that reduces vagal tone and thus increases automatically the SA node and increases A-V conduction.

INDICATIONS:

- Sinus Bradycardia accompanied by hemodynamic compromise, (i.e. hypotension, confusion, frequent PVC's, pale, cold, clammy skin).
- In children (< 1 year) bradycardia of less than 60 beats/minute should be treated if symptomatic even if BP is normal.

CONTRAINDICATIONS:

None in emergency situations

WARNINGS:

Too small of a dose (< 0.5 mg) or if pushed too slowly, may initially cause the heart rate to decrease. Antihistamines and antidepressants potentiate Atropine. A **maximum dose** of 0.04 mg/kg should not be exceeded. For 2nd degree AV block type II and 3rd degree AV block, omit Atropine and go to external pacer.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Restlessness, agitation, confusion, psychotic reaction, pupil dilation, blurred vision, and headache.
Cardiovascular: Increase heart rate, may worsen ischemia or increase area of infarction, ventricular fibrillation, ventricular tachycardia, angina and flushing of skin.
GI: Dry mouth and difficulty swallowing.
Other: Urinary retention. Can worsen pre-existing glaucoma.

DOSAGE:

Adult dosage: Bradycardia:
0.5-1 mg IV/IO, may repeat every 3-5 minutes until improved or total of 2mg is reached.

Pediatric dosage: **0.02 mg/kg IV/IO** (minimum dose is 0.1 mg and **maximum** single dose is 0.5mg child, 1 mg adolescent). May repeat once.

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Unknown	Unknown	Unknown

Atropine Sulfate as Antidote for Poisoning



ACTIONS:

Atropine is a potent parasympatholytic that binds to acetylcholine receptors thus diminishing the actions of acetylcholine.

INDICATIONS:

Anticholinesterase syndrome poisoning such as; Organophosphate (e.g. Parathion, Malathion, Rid-a-Bug) and Carbamate (Baygon, Sevin and many common roach & ant sprays). Signs of organophosphate poisoning are:

Salivation
Lacrimation
Urination
Defecation
GI distress,
Emesis,
Pinpoint pupils, bradycardia, and excessive sweating.

CONTRAINDICATIONS:

None when used in the management of severe organophosphate poisoning.

WARNINGS:

It is important that the patient be adequately oxygenated and ventilated prior to using Atropine as it may precipitate ventricular fibrillation in a poorly oxygenated patient. Even after Atropine is administered, the patient may require intubation and aggressive ventilatory support.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Victims of organophosphate poisoning can tolerate large doses (1000 mg) of Atropine. Signs of atropinization are the end point of treatment: flushing, pupil dilation, dry mouth, and tachycardia.

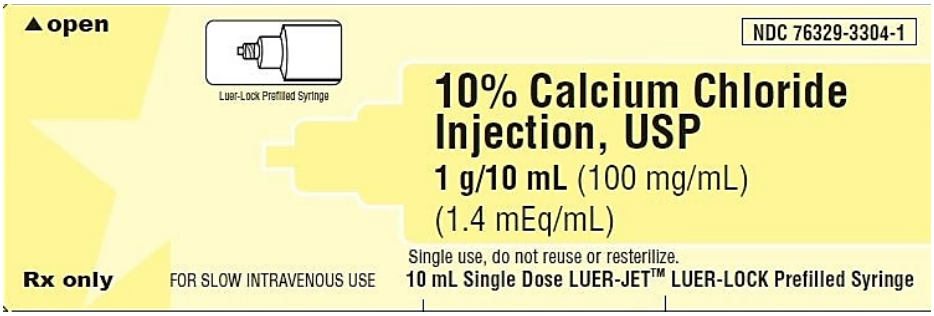
DOSAGE:

Adult dosage: **1 mg IV/IO**, repeat every 5-10 minutes until atropinization occurs.(max total dose 20mg)

Pediatric dosage: **0.05 mg/kg** (maximum 3 mg) IV/IO, repeat every 5-10 minutes until atropinization occurs.

Time/Action Profile:	Onset	Peak	Duration
IV/IO			

Calcium Chloride 10%



ACTIONS:

Calcium chloride increases the force of myocardial contraction; calcium may either increase or decrease systemic vascular resistance. In normal hearts, calcium's positive inotropic and vasoconstricting effects produce a predictable rise in systemic arterial pressure.

INDICATIONS:

Calcium chloride is indicated during resuscitation for the treatment of hypocalcaemia and calcium channel blocker toxicity (i.e. Verapamil or Cardizem overdose) and Magnesium Sulfate overdose. It also protects the heart from hyperkalemia as may occur in patients with end-stage renal disease.

CONTRAINDICATIONS:

Cardiopulmonary arrest not associated with calcium channel blocker toxicity, hypocalcaemia, or hyperkalemia.

WARNINGS:

Calcium chloride should not be administered in the same infusion with Sodium Bicarbonate, since calcium will combine with sodium bicarbonate to form an insoluble precipitate (calcium carbonate). Calcium chloride should be given with extreme caution, and in reduced dosage, to persons taking digitalis because it increases ventricular irritability and may precipitate digitalis toxicity.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

If the heart is beating, rapid administration of calcium can produce slowing of cardiac rate.

DOSAGE:

Adult dosage: For hypotension following administration of calcium channel blockers (i.e. Cardizem, Verapamil): **4mg/kg IV slowly**

If patient is taking digitalis, **2 mg/kg IV slowly**. Repeat every 10 minutes PRN.

For calcium channel blocker overdose and hyperkalemia: **8-16 mg/kg IV slowly**

Asystole/PEA (if on calcium channel blockers) **1gm IVP**

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Immediate	Immediate	2-5 hours

Cyanokit®





ACTIONS:

Hydroxocobalamin (CYANOKIT®) is an antidote to cyanide. It removes cyanide directly from the blood without converting any of the hemoglobin and therefore does not interfere with oxygen transport. It combines with the cyanide to form cyanocobalamin which is a derivative of vitamin B-12. Both the Hydroxocobalamin and B-12 are harmlessly excreted in urine.

INDICATIONS:

- Exposed to products of combustion in an enclosed space
- Soot present in their nose, mouth, or sputum
- Altered mentation
- Does not meet trauma alert criteria
- At least 18 > years old

DO NOT RELY ON PULSE OXIMETRY FOR ACCURATE READINGS

CONTRAINDICATIONS:

None

WARNINGS:

Do not use any other medications in the same IV line:
There are several drugs and blood products that are incompatible with Cyanokit, thus Cyanokit requires a separate intravenous line for administration.

PROCEDURE for Cyanokit Administration: (See next page for additional information)

Each Cyanokit contains:

(1) Vial (5 gm of HYDROXOCABALAMIN)
(1) Intravenous administration set
(1) Transfer spikes

Reconstitute vial of **the Cyanokit® with 200 ml of NS** via the transfer spike that is provided. **Do not** remove the vial from the box it is contained in, because it will serve as a hanger for the medication.

Gently rock the vial back and forth for 30 seconds to allow for mixing. ***Shaking should be avoided,*** as it will cause the medication to foam. Insert a macro-drip infusion set (provided) and drain as normal.

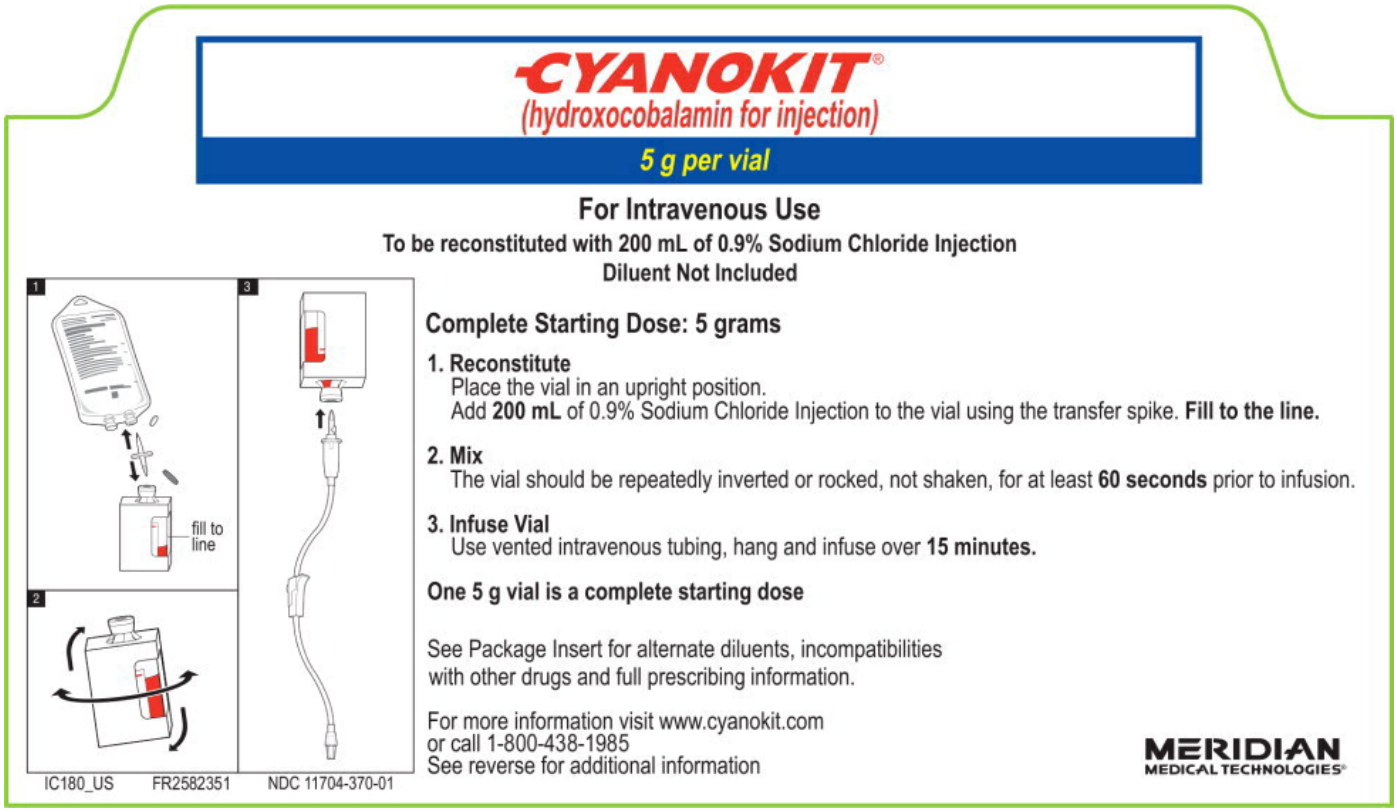
DOSAGE:

Infuse the vial over15 minutes. If the patient is critical use a faster rate and titrate to effect.

Multi-dose kits are carried in the Battalion Chiefs vehicle



1. One 250 ml glass vial containing 5g of lyophilized hydroxocobalamin for injection
2. One sterile transfer spike
3. One sterile intravenous infusion set
4. One quick use reference guide
5. One package insert



Dextrose 10 % and 5%





ACTIONS:

A monosaccharide, which provides calories for metabolic needs, spare body proteins and loss of electrolytes. Readily excreted by kidneys producing diuresis. Hypertonic solution.

INDICATIONS:

- Hypoglycemia
- Coma of unknown origin.

RELATIVE CONTRAINDICATIONS:

- Intracranial or intra-spinal hemorrhage (in a patient with normal BGL)
- Blood glucose Level > 60 mg/dl.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

- **Cardiovascular:** Thrombosis Sclerosing if given in peripheral vein
- **Local:** Tissue irritation or necrosis if infiltrates.
- **Others**: Acidosis, alkalosis, hyperglycemia, and hypokalemia.

DIABETES OVERVIEW:

Diabetes Insipidus: Is the inadequate secretion or resistance of the kidney to the action of the antidiuretic hormone (ADH). Major S/S are polydipsia (thirst) and polyuria (frequent urination).

Diabetes Mellitus Type I: Insulin-dependent. Usually occurs before the age of 30. The patient may need Insulin injections and dietary modifications to control blood sugar levels. Cells in the pancreas that produce Insulin are damaged – so they may produce little or no insulin.

Diabetes Mellitus Type II: Non-insulin-dependent. Usually occurs in obese adults over the age of 40. The cells in the pancreas are able to produce insulin, just not enough.

DOSAGE:

Adult/Adolescent >8 y/o:

(> 30 kg) **100 ml** of **10% solution**; IV/IO. OR **250ml** of **5% Solution**

Pediatric: (< 30 kg) **2.5ml/kg slow IV/IO** of **10% solution**. OR **6ml/Kg** of **5% Solution**

Newborn: (< 5 kg or < 1 month old) **2.5 ml/kg IV/IO** of **10% solution** OR **6ml/kg** of **5% Solution**

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	< 1 minute	Depends on degree of hypoglycemia	

DILUTE D50 INTO D10 If using D50 and you want D10, for every 1 part of D50, use 4 parts of NS. (1ml of D50, 4ml of NS.)		
D50% (25g) 50ML	**NORMAL SALINE**	**TOTAL D10**
10ML	40ML	50ML
20ML	80ML	100ML (DRAW 20ML OUT OF 100CC NS BAG, AND REPLACE WITH 20ML OF D50)
50ML	200ML	250ML (DRAW 50ML OUT OF 250CC NS BAG, AND REPLACE WITH 50ML OF D50)

Diphenhydramine Hydrochloride (Benadryl®)



ACTIONS:

Diphenhydramine is an antihistamine with anticholinergic (drying) and sedative side effects. Antihistamines appear to compete with histamine for cell receptor sites on effector cells. Diphenhydramine prevents, but does not reverse histamine mediated responses, particularly histamine effects on the smooth muscle of the bronchial airways, gastrointestinal, uterus, and blood vessels.

INDICATIONS:

- Allergy symptoms, anaphylaxis
- Sedation of violent patient
- Dystonic reactions from phenothiazine overdose (i.e. Haldol, Compazine, Thorazine, and Stelazine)

CONTRAINDICATIONS:

Diphenhydramine is not to be used in newborn or premature infants. Diphenhydramine is not to be used in patients with acute asthma attack

WARNINGS:

In infants and children especially, antihistamines in overdose may cause hallucinations, convulsions, or death. As in adults, antihistamines may diminish mental alertness in children. In young children, they may produce excitation. Diphenhydramine has additive effects with alcohol and other CNS depressants (hypnotics, sedatives, tranquilizers, etc.). Antihistamines are more likely to cause dizziness, sedation, and hypotension in the elderly (60 years or older) patient

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Drowsiness, confusion, insomnia, headache and vertigo (especially in the elderly).
Cardiovascular: Palpitations, tachycardia, PVC's and hypotension.
Respiratory: Thickening of bronchial secretions, tightness of the chest, wheezing and nasal stuffiness.
GI: Nausea, vomiting, diarrhea, dry mouth, and constipation.
GU: Dysuria and urinary retention.

DOSAGE:

Adult: **25 - 50 mg IV/IO** OR **50 mg deep IM**

Pediatric: **1 mg/kg IV/IO or IM** (maximum 25 mg)

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Rapid	Unknown	4-8 hours
IM:	20-30 minutes	1-4 hours	4-8 hours

Dr. Sandra Schwemmer, D.O.

Dopamine Hydrochloride (Intropin®)



ACTIONS:

Dopamine stimulates dopaminergic beta-adrenergic and alpha-adrenergic receptors of the sympathetic nervous system. It exerts an inotropic effect on the myocardium resulting in an increased cardiac output. Dopamine produces less increase in myocardial oxygen consumption than does Isoproterenol and its use is usually not associated with a tachyarrhythmia. Dopamine dilates renal and mesenteric blood vessels at low doses that may not increase heart rate or blood pressure. Therapeutic doses have predominant beta-adrenergic receptor stimulating actions that result in increases in cardiac output without marked increases in pulmonary occlusive pressure. At high doses, Dopamine has alpha receptor stimulating actions that result in peripheral vasoconstriction and marked increases in pulmonary occlusive pressure.

INDICATIONS:

To treat shock and correct hemodynamic imbalances, improve perfusion to vital organs and to increase cardiac output.

CONTRAINDICATIONS:

Dopamine should not be used in patients with pheochromocytoma or hypovolemic shock.

WARNINGS:

Do not administer Dopamine in the presence of uncorrected tachydysrhythmias or ventricular fibrillation. Do not add Dopamine to any alkaline diluents solutions since the drug is inactivated in alkaline solution. Patients who have been treated with monoamine oxidase (MAO) inhibitors will require substantially reduced dosage.MAO inhibitors include: furazolidone (Furoxone®), isocarboxazid (Marplan®), pargyline hydrochloride (Eutonyl®),pargyline hydrochloride with methyclothiazide (Eutron®), phenelzine sulfate (Nardil®), procarbazine hydrochloride (Matulane®), tranylcypromine sulfate (Parnate®)

See next page for Dopamine dosing chart

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Cardiovascular: Tachycardia, palpitations, angina pain, ectopic beats, and hypotension
GI: Nausea and vomiting
Local: Necrosis and tissue sloughing with extravasations, use a large vein to reduce this incidence
Other: Piloerection, dyspnea and headache.

DOSAGE:

Adult and Pediatric:

Pre-mixed bag Begin infusion at **5 mcg/kg/min**. and titrate to effect (Maximum dose 20 mcg/kg/min.)

Vial (400 mg) To yield a concentration of 1600 mcg/ml mix 400 mg of Dopamine into 250 ml of D5W**.**

Time/Action Profile:	Onset	Peak	Duration
	4 minutes	10-15 minutes	Continuous with infusion

DOPAMINE INFUSION TABLE

DOPAMINE 400 mg in 250 mL D5W (1600 mcg/mL)

Drops per minute (60 gtts/mL chamber)	Patient Weight in kg:							
	30	**40**	**50**	**60**	**70**	**80**	**90**	**100**
5 mcg/kg/min	6	8	9	11	13	15	17	19
10 mcg/kg/min	11	15	19	23	26	30	34	38
15 mcg/kg/min	17	23	28	34	39	45	51	56
20 mcg/kg/min	23	30	38	45	53	60	68	75

Duo-Dote™
(Atropine and Pralidoxime Chloride)



ACTIONS:

- Blocks nerve agents effects and relieves airway constriction and secretions in the lungs and gastrointestinal tract.
- Acts to restore normal functions at the nerve ending by removing the nerve agent and reactivating natural function

INDICATIONS:

- Suspected or confirmed nerve agent exposure

CONTRAINDICATIONS:

- Both medications in the kit should be used with caution (but not withheld) in patients with preexisting cardiac disease, HTN, or CVA history.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS: Chest pain , exacerbation of angina, Myocardial infarction, Blurred vision , Headache , Drowsiness , Nausea , Tachycardia , Hypertension , Hyperventilation

DOSAGE:

DUODOTE ™ – Each auto injector contains **BOTH**: Atropine 2.1 mg and Pralidoxime 600 mg

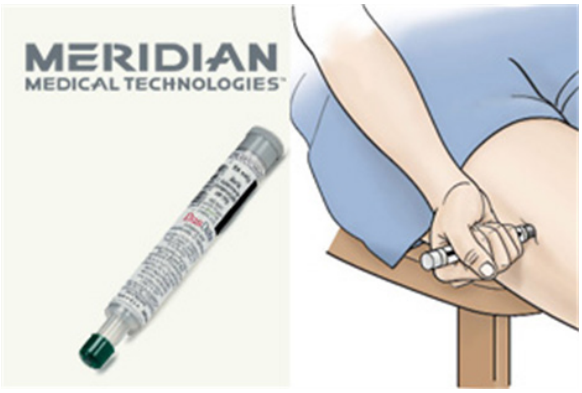
Adult: For Nerve Agent Exposure (SLUDGE symptoms):
Up to 3 auto injectors may be used for one patient based on signs
(1-2 kits for self treatment – up to 3 for buddy treatment with severe symptoms)

Pediatric: DuoDotes ™ are not authorized for the use of children under the age of 9 years.

See next page for DuoDote Autoinjector instructions



1. Remove the DuoDote™ from its protective pouch.
2. Hold the unit in your dominant hand like a pencil with the Green Tip (needle end) pointing down.
3. With your other hand remove the Gray Safety Release. The DuoDote™ Auto-Injector is now ready to be administered.



4. Grasp the unit like a pen and position the green tip of the on the DuoDote™ on the outer thigh, midway between waist and knee.
5. Dispose of Auto-Injector or leave with the patient for identification purposes, document how many where used on the patient.

Duo-Dote™
(Atropine and Pralidoxime Chloride)

11-12

Epinephrine 1:1,000



ACTIONS:

Epinephrine is a sympathomimetic, which stimulates both alpha and beta-adrenergic receptors causing immediate bronchodilation, increase in heart rate and an increase in the force of cardiac contraction. Subcutaneous dose lasts 5-15 minutes.

INDICATIONS:

- Asthma
- Anaphylaxis
- Angioneurotic edema

CONTRAINDICATIONS:

None in the cardiac arrest situation. Hyperthyroidism, hypertension, cerebral arteriosclerosis in asthma. Caution should be used with Epinephrine administration when the patient is older than 40 years old or has a history of heart disease. The benefit must outweigh the risk. Do not administer Epinephrine if heart rate is > 150.

WARNINGS:

Epinephrine is inactivated by alkaline solutions - never mix with Sodium Bicarbonate. Do not mix Isoproterenol and Epinephrine - results in exaggerated response. Actions of catecholamine is depressed by acidosis - attention to ventilation and circulation is essential. Antidepressants potentiate the effects of epinephrine.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

- **CNS:** Anxiety, headache and cerebral hemorrhage.
- **Cardiovascular:** Tachycardia, ventricular dysrhythmias, hypertension, angina and palpitations.
- **GI:** Nausea and vomiting

DOSAGE:

Adult:

IM: **0.3 - 0.5 mg IM.** Repeat dose in 5 minutes if needed.

Nebulized: **1mg (1ml) diluted in 2 mL NS** nebulized over 15 minutes

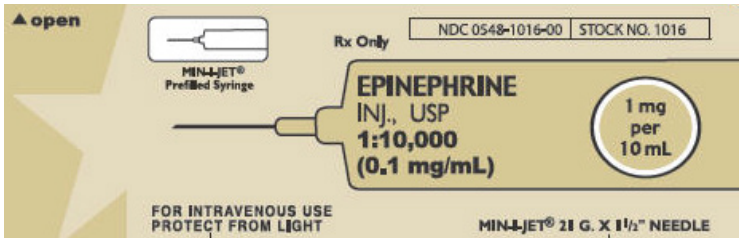
Pediatric:

IM: **0.01 mg/kg** IM max single dose 0.5 mg. (may repeat 2 x prn, in 5 min intervals)

Nebulized: **1mg (1ml) diluted in 2 mL NS** nebulized over 15 minutes

Time/Action Profile: Onset Peak Duration

Epinephrine 1:10,000



ACTIONS:

Epinephrine is a sympathomimetic, which stimulates both Alpha and Beta-receptors. As a result of its effects, myocardial and cerebral blood flow are increased during ventilation and chest compression. Epinephrine increases systemic vascular resistance and thus may enhance defibrillation.

INDICATIONS:

- All Pulseless Arrest
- Asystole
- Ventricular Fibrillation unresponsive to defibrillation;
- PEA
- Other pediatric indications: hypotension in patients with circulatory instability, bradycardia (before Atropine).

CONTRAINDICATIONS:

None in the cardiac arrest situation.

WARNINGS:

Epinephrine is inactivated by alkaline solutions - never mix with Sodium Bicarbonate. Do not mix Isoproterenol and Epinephrine - results in exaggerated response. Actions of catecholamines are depressed by acidosis - attention to ventilation and circulation is essential. Antidepressants potentiate the effects of epinephrine.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Anxiety, headache and cerebral hemorrhage.
Cardiovascular: Tachycardia, ventricular dysrhythmias, hypertension, angina and palpitations.
GI: Nausea and vomiting.

DOSAGE:

Adult: (1:10,000) **1 mg (10 ml) IV or IO**, repeat every 3-5 minutes. Repeat every 3-5 minutes.

For **SEVERE** anaphylaxis with marked hypotension: **0.1mg (1ml) (diluted in 9mL of Saline) administer 1ml/min** IV/IO (titrate to effect).

Pediatric: **0.01 mg/kg, (**0.1 ml/kg IV or IO). Repeat every 3-5 minutes.

Pediatric : **POST ARREST: 0.1mcg/kg/min** Mix 1mg of Epi into 1000ml NS = Concentration of 1mcg/ml

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Rapid	1-2 minutes	20 minutes

Fentanyl



CONCENTRATION
100mcg/2ml
50mcg/ml

CONCENTRATION
250mcg/5ml
50mcg/ml

ACTIONS:

Fentanyl Binds with stereospecific receptors at many sites within the CNS, increases pain threshold, alters pain reception, inhibits ascending pain pathways. Fentanyl binds to brain receptors, relieving pain. It decreases the feeling of pain and a person's response to pain. Fentanyl is 50-100 times as potent as morphine; morphine 10 mg I.M. = fentanyl 0.1-0.2 mg I.M.; fentanyl has less hypotensive effects than morphine due to minimal or no histamine release.

INDICATIONS:

- Moderate to severe pain in patients >10kg
- Acute Coronary Syndrome – Chest Pain (Adult)
- Pain associated with isolated extremity fracture, renal colic, burns, etc.

CONTRAINDICATIONS:

- Epistaxis or bilateral blocked nares
- Known hypersensitivity to fentanyl
- MAOI use in past 2 weeks
- Unstable hemodynamics or altered

WARNINGS:

Use with caution in patients with bradycardia, hepatic, renal, or respiratory disease or those with increased ICP, head injuries, or impaired consciousness; patients must be monitored until fully

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Drowsiness, sedation, increased intracranial pressure

Cardiovascular: Bradycardia, hypotension, peripheral vasodilation

GI: Nausea, vomiting

GU: Urinary tract spasm

Respiratory: Respiratory Depression

SLOW IV PUSH - Rapid push may cause chest wall rigidity decreasing, or eliminating ability to ventilate.

DOSAGE:

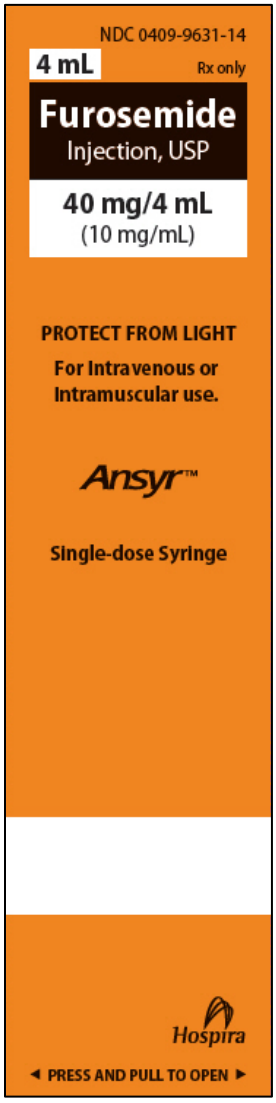
Adult: **1-3 mcg/kg IV/IO/IN** (Typical adult dose 50-100mcg) May repeat prn.

Pregnancy Dose: **0.5 – 1 mcg/kg IV/IO/IN**

Pediatric >10KG: **1 mcg/kg IV/IO/IN** May repeat half the original dose administered 0.5mcg/kg

Time/Action Profile:	Onset	Peak	Duration
IN:	2-10 mins		30-60 mins

Furosemide (Lasix®)



ACTIONS:

A sulfonamide derivative and potent diuretic, which inhibits the reabsorption of sodium and chloride in the proximal and distal renal tubules as well as in the Loop of Henley. Has a direct vasodilating effect in acute pulmonary edema. With IV administration, onset of vasodilating is generally within 5-10 minutes; diuresis will usually occur in 20-30 minutes

INDICATIONS:

- Pulmonary edema

CONTRAINDICATIONS:

- Anuria.
- Should be used in pregnancy only when benefits clearly outweigh risks.

WARNINGS:

Furosemide should be protected from light. Dehydration and electrolyte imbalance can result from excessive dosages. Rapid diuresis can lead to hypotension and thromboembolic episodes.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Dizziness, tinnitus, hearing loss, headache, blurred vision and weakness
GI: Anorexia, vomiting and nausea
Cardiovascular: Hypotension

DOSAGE:

Adult:

CHF:

80 mg IVP or double the patient dose up to max 100 mg.

Cardiogenic Shock:

40 mg IV slowly over 2 minutes (If systolic blood pressure is > than 100mmHg.)

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	5 minutes	30 minutes	2 hours

Ketamine (Ketalar®)



CONCENTRATION
500mg/5ml
100mg/ml

ACTIONS:

Rapid acting general anesthetic, characterized by profound analgesia, normal pharyngeal-laryngeal reflexes, normal or slightly enhanced skeletal muscle tone, cardiovascular and respiratory stimulation, and occasionally a transient and minimal respiratory depression.

Disassociates the brain form the spinal cord thus inhibiting pain sensation. Ketamine increases cardiac output and may be considered advantageous in patients with hemodynamic compromise (trauma, sepsis, etc.). A patent airway is maintained partly by virtue of unimpaired pharyngeal and laryngeal reflexes.

INDICATIONS:

- Facilitation of pain control in patients with isolated extremity trauma, burns and/or entrapped patients.
- Procedural Sedation
- Violent/Combative/Aggressive Patients or "Excited Delirium"

CONTRAINDICATIONS:

- Hypersensitivity to Ketamine
- Condition in which an increase in Blood Pressure would be hazardous.
- Acute Coronary Syndrome or STEMI
- Ocular trauma (globe injury)

WARNINGS:

IVP over 1-2 min, Ketamine may cause apnea if given too rapidly IV

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: "Emergence Reaction" or hallucinations upon recovering
Cardiovascular: Tachycardia, hypertension
GI: Nausea and vomiting
Respiratory: Hypersalivation, Respiratory depression/apnea, Laryngospasm.

ADVERSE REACTION TO KETAMINE

Hypersalivation: **Atropine 0.5mg IV/IM/IO**
Laryngospasm/Stridor: High flow O2, BVM assisted ventilations

Laryngospasm is uncommon and is usually self-limiting. It almost always resolves with high flow O2 or brief ventilation via BVM.

DOSAGE:

Adult: Procedural Sedation/Pain: **1mg/kg IV/IO over 1-2 min** may repeat prn.

Airway Management: **2mg/kg IV/IO over 1-2 min** may repeat prn.
(*Trismus/Endangered Airway/RSI/post intubation sedation for inhalation airway control)*

Violent/Combative/Aggressive Adult Patient **400mg IM** may repeat prn.

Pediatric: Procedural Sedation/Airway management **1mg/kg IV/IO/IM over 1-2 min** may repeat prn.

Time/Action Profile:	Onset	Peak	Duration
IV	1-2 minutes	3-5 minutes	Weight dependent

Magnesium Sulfate



ACTIONS:

Magnesium prevents or controls convulsions by blocking neuromuscular transmission and decreasing the amount of acetylcholine liberated at the endplate by the motor nerve impulse. Magnesium is said to have a depressant effect on the central nervous system, but it does not affect the mother, fetus or neonate when used as directed in eclampsia and pre-eclampsia. Magnesium acts peripherally to produce vasodilatation therefore a drop in systolic BP is to be anticipated.

INDICATIONS:

- Prevention and control of seizures in eclampsia
- Torsades de Pointes
- Suspected hypomagnesemia state (i.e. chronic alcoholism and chronic use of diuretics)
- Refractory ventricular fibrillation
- Refractory Asthma

CONTRAINDIACTIONS:

Parenteral administration of the drug is contraindicated in patients with heart block or myocardial damage.

WARNINGS:

Intravenous use of Magnesium Sulfate should not be given to mothers with toxemia of pregnancy with imminent delivery. Magnesium Sulfate Injection USP, 50% must be diluted to a concentration of 20% or less prior to IV infusion.

PRECAUTIONS:

Because magnesium is removed from the body solely by the kidneys, the drug should be used with caution in patients with renal impairment. Monitoring the patient's clinical status is essential to avoid the consequences of overdose in eclampsia. Calcium Chloride should be immediately available to counteract the potential hazards of magnesium intoxication in eclampsia. Signs of hypermagnesemia include respiratory depression, absence of patellar reflex, etc.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Adverse effects of Magnesium Sulfate IV are usually the result of magnesium intoxication. Signs of hypermagnesemia include: flushing, sweating, hypotension, depression of reflexes, flaccid paralysis, hypothermia, and circulatory collapse, depression of cardiac function and central nervous system depression. These symptoms can precede fatal paralysis.

DOSAGE:

Adult:

For Asthma: **2 gm mixed in 50 ml NS IV/IO over 10 min** (Macro drip **1 gtts/sec**)

For eclamptic seizures: **4 gm mixed in 50 ml NS IV/IO** - run wide open.

For Torsades de Pointes and refractory VF: **1-2 gm mixed in 50 ml of NS** and administered over 10 minutes, followed by a maintenance infusion **1 gm in 250 ml of NS administered at 60 gtts/min**

Pediatric:

Pulseless Arrest / V-fib / V-Tach: **25-50 mg/kg** (max dose 2g) IV/IO

For Severe Asthma: **40mg/kg** (max 2g) **mixed in 50ml NS IV/IO** over 15-30 mins

Time/Action Profile:	Onset	Peak	Duration
IV Drip:	Immediate	Unknown	30 minutes

Methylprednisolone (Solu-Medrol®, A Methapred)



ACTIONS:

Decreases inflammatory effects via its potent anti-inflammatory synthetic steroid.

INDICATIONS:

- Asthma
- Anaphylaxis
- Head injury
- COPD
- Unconscious with known Addison's disease

CONTRAINDICATIONS:

None in the emergency setting.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

GI hemorrhage reduces leukotrienes of immune system and increases potential for infections.

DOSAGE:

Adult: **125 mg IV** slow over 2 minutes

Pediatric: **2 mg/kg** (max 125 mg) IV slow over 2 minutes

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Unknown	Unknown	Unknown

Midazolam (Versed®)



ACTIONS:

Depresses CNS, muscle relaxant, strong sedative, hypnotic, and amnesia.

INDICATIONS:

Control of seizures, sedation for cardioversion & pacing, sedation for airway management. sedation of violent / combative patients.

CONTRAINDICATIONS:

- Respiratory depression
- Hypotension

WARNINGS:

Monitor patient for respiratory and CNS depression and vital signs after administration, particularly in patients with recent ETOH and Drug use.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Retrograde amnesia, altered mental status and dizziness
Cardiovascular: Bradycardia, hypotension, PVC's, tachycardia and nodal rhythms
GI: nausea and vomiting, hiccoughs and coughing
Respiratory: Respiratory depression, laryngospasm and bronchospasm

DOSAGE:

Adult:

Procedural Sedation (pacing, cardioversion etc.)

- **2.5 - 5 mg IV**

Endangered Airway, Passive Cooling,

- **5 mg IV/IM/IN/IO** up to 10 mg (max single dose)

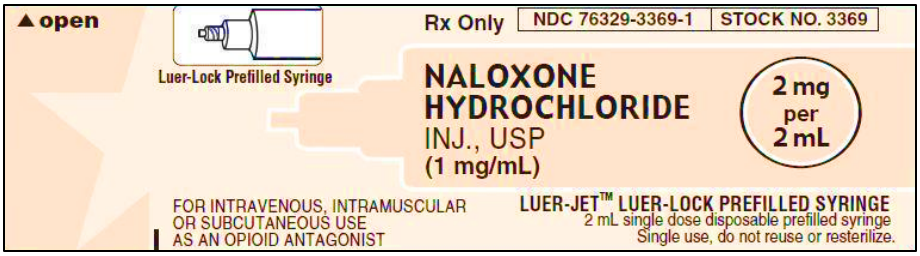
Seizures, Violent/Combative Patients, Alcohol /drug induced psychosis, or Stimulant OD

- **5-10mg IM/IN** OR **2.5 - 5mg IV** up to 10 mg (max single dose)

Pediatric: **(0.1 mg/kg)** (max single dose < 6 y/o – 6mg, max single dose > 6 y/o - 10mg)

Time/Action Profile:	Onset	Peak	Duration
IV	1-2 minutes	3-5 minutes	Weight dependent

Naloxone Hydrochloride (Narcan®)



ACTIONS:

Naloxone antagonizes the effects of opiates by competing at the same receptor sites. When given IV, the action is apparent within two minutes. IM or SC administration is slightly slower.

INDICATIONS:

- Naloxone is indicated for the complete or partial reversal of central nervous and respiratory system depression secondary to opiate narcotics or related drugs such as, but not limited to:
  - Heroin, Meperidine (Demerol), Codeine, Morphine, Methadone, Lomotil, Hydromorphone (Dilaudid), Pentazocine (Talwin), Propoxyphene (Darvon), Percodan, Fentanyl (Sublimaze) (Known on the street as "White China")

CONTRAINDICATIONS:

Known hypersensitivity to Narcan.

WARNINGS:

Naloxone should be administered cautiously to persons including newborns of mothers who are known or suspected to be physically dependent on opiates it may precipitate an acute abstinence syndrome. If patient is intubated and airway is controlled do not administer Narcan (excludes cardiac arrest). May need to repeat Naloxone since duration of action of some narcotics may exceed that of Naloxone. Naloxone is not effective against a respiratory depression due to non-opiate drugs. Use caution during administration as patient may become violent as level of consciousness increases.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Tremor, agitation, belligerence, pupillary dilation, seizures, increased tear production, sweating and seizures secondary to withdrawal.

Cardiovascular: Hypertension, hypotension, ventricular tachycardia, pulmonary edema and ventricular fibrillation.

GI: Nausea and vomiting.

DOSAGE:

Adult & Pedi > 20 kg: An initial dose of **2 mg may be administered IV/IO/IM/IN** PRN. If no response after 4 mg, then condition is probably not due to narcotic.

(Fentanyl may require large doses of Naloxone to reverse effects).

Pediatric < 20 kg: **0.1 mg/kg IV/IO/IM** PRN.

Time/Action Profile:	Onset	Peak	Duration
IV:	1-2 minutes	unknown	45 minutes

Nitroglycerin (Nitrostat® Nitrolingual® Spray)



ACTIONS:

Nitroglycerin is a direct vasodilator, which acts principally on the venous system although it also produces direct coronary artery vasodilatation as well. There is a decrease in venous return, which decreases the workload on the heart and thus, decreases myocardial oxygen demand. Sublingual nitroglycerin is rapidly absorbed. Pain relief occurs within one to two minutes and therapeutic effects can last up to 30 minutes.

INDICATIONS:

- Chest pain or discomfort associated with suspected AMI.
- Pulmonary edema with hypertension.

CONTRAINDICATIONS:

- Systolic BP < 100 mmHg
- Children under 12
- Patients on erectile dysfunction drugs that fall within time parameters (i.e. < 36 hours)
- Know hypersensitivity to the drug
- Evidence of a positive V4R in the setting of an Inferior wall MI

PRECAUTIONS:

Nitroglycerin tablets are inactivated by light, heat, air and moisture. Must be kept in amber glass containers with tight-fitting lids. Do not leave cotton in container. Once opened, nitroglycerin has a shelf life of 3 months. Do not shake Nitrolingual spray. Alcohol will accentuate vasodilating and hypotensive effects.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Headache, dizziness, flushing, nausea and vomiting.
Cardiovascular: Hypotension, reflex tachycardia, and bradycardia.

DOSAGE:

Adult: **0.4 mg** (1 tablet or 1 spray sublingual). May repeat in 3-5 minutes PRN.

Time/Action Profile:	Onset	Peak	Duration
SL:	1-3 minutes	unknown	30-60 minutes

Odansetron (Zofran®)





CONCENTRATION
4mg/2ml
2mg/ml

ACTIONS:

Antiemetic, Zofran blocks the actions of chemicals in the body that can trigger nausea and vomiting. Selective 5-HT3 receptor antagonist. Category B in pregnancy.

INDICATIONS:

Used for a patient with nausea unrelieved with comfort measures, uncomfortable due to the nausea during transport and/or with a potential for airway compromise related to vomiting.

- Nausea and vomiting due to chemotherapy.
- Prophylactic use prior to administration of pain management medication.
- Nausea and vomiting with moderate to severe dehydration or electrolyte imbalance.

CONTRAINDICATIONS:

Hypersensitivity (anaphylaxis) to Ondansetron or any of components of the formulation. or to any medicine similar to ondansetron, including dolasetron (Anzemet), granisetron (Kytril), or palonosetron (Aloxi).

WARNINGS:

Ondansetron is extensively metabolized in the liver and should be used with caution in patients with hepatic disease, hepatitis, or elevated hepatic enzymes.

Patients with a history, or family history, of Long QT syndrome; transient EKG changes have been seen with IV administration including QT interval prolongation.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Headache, Dizziness, Drowsiness, Fatigue
GI: Diarrhea, Constipation, Abdominal pain, Dry Mouth
MISC: Rash, Shivering, Fever, Hypoxia, Urinary Retention**,** Muscle Pain

DOSAGE:

Adult & Pediatrics > 40kg: **4mg slow IVP** (not less than 30 sec) or **IM** max dose 8mg

Pediatric < 40kg: **0.1mg/kg slow IVP**

Time/Action Profile:	Onset	Peak	Duration
IV	1-2 min	14-30 minutes	Weight dependent

Oral Glucose (Insta Glucose)



ACTIONS:

Increases blood glucose levels slowly.

INDICATIONS:

BS > 60 mg/dl, patients who are altered but alert enough to take the command to swallow.

CONTRAINDICATIONS:

Patients unable to swallow or Stroke symptoms.

PRECAUTIONS:

None when patient can swallow, risk of aspiration if given improperly.

ADVERSE REACTIONS AND SIDE EFFECTS:

GI: Nausea

DOSAGE:

Adult: **1 tube**

Pediatric: **1 tube**

Time/Action Profile:	Onset	Peak	Duration
PO:	1O minutes	unknown	Unknown

Sodium Bicarbonate



ACTIONS:

Increases PH to reverse acidosis.

INDICATIONS:

- Metabolic acidosis in cardiac arrest
- Tricyclic overdoses with QRS > 0.1
- Electrocutions
- Hyperkalemia
- Methanol / Ethylene glycol toxicity
- Severe ketoacidosis

CONTRAINDICATIONS:

CHF and Alkalotic states

WARNINGS:

Excessive therapy inhibits oxygen release, reduces the ability to defibrillate, may precipitate other medications and administration should be guided by blood gases. Do not give concurrently with any other medication, flush the line before and after administration.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Metabolic alkalosis, and may crystallize in IV solutions.

SODIUM BICARBONATE 4.2%(PEDI): DISCARD 25ML OF 8.4% AND DRAW UP 25ML OF NORMAL SALINE

DOSAGE:

Adult: **8.4%** - **1 mEq/kg IV push**, then ½ the dose q 10 mins.

Adult Electrocutions: **2 mEq/kg IVP**

Pediatric: **4.2%** - **1-2 mEq /kg diluted 1:1** with Normal Saline to make Sodium bicarb 4.2%

Pedi Electrocutions: **1mEq/kg IVP** (Sodium Bicarb 4.2%)

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Unknown	Unknown	Unknown

MONROE COUNTY FIRE RESCUE



2021
Air Ambulance
MEDICAL PROTOCOLS

The following sections are additional protocols that pertain to aeromedical flights and critical care ground transports. These protocols are to be utilized by trained medical flight personnel only.

Dr. Schwemmer, D.O.

AIR TRANSPORT GUIDELINES

Trauma Star is intended for use in in Monroe County as a primary air transport ambulance for:

- Trauma Alert
- STEMI Alert
- ACS Alert
- Stroke Alert
- Interfacility transfers

Flight Limitations

Any special considerations regarding the patient or patients (Weight/ height/special equipment needs, etc.) must be discussed with the Pilot in Command prior to loading the patient in to the aircraft.

- Critical Neonates (newborns <28days of age or <5kg in weight requiring transfer to a NICU-neonatal ICU)
- High risk OB patients with imminent delivery. Special consideration maybe given to complicated pregnancies, where the mother or infant's life is at risk if not transferred to a higher level of care.(No obstetric patient will be transported without internal exam to determine the state of labor, and an evaluation/monitoring of the fetus prior to transport)
- Contaminated Hazmat patients
- Patients with CPR in progress *Exception- when TS is 1st response
- Intra-Aortic Balloon Pumps (IABP) without an accompanying perfusionist
- Ventricular Assist Devices (VAD/BIVAD)
- Deceased patients

Interfacility Transfers

All requests for interfacility transfers must go through the Monroe County Central Dispatch 911 System.

Critical Care/ALS interfacility patients transported by Trauma Star include, but are not limited to:

- Any State of FL recognized "Trauma Alert" criteria patients and/or patients that meet the State of Florida Interfacility Transfer Guidelines
- Cardiac care not available in Monroe County
- Respiratory conditions requiring care not available in Monroe County
- GI Bleed with unstable vital signs and/or active hemorrhage
- Metabolic emergencies, including DKA
- Sepsis patients
- Complicated OB patients who are not in active labor
- Vascular emergencies, including DVT, PE

- Dissecting or leaking aneurysms

Request for emergency air interfacility transfer, Flight Crew shall:

- Contact the sending facility to determine the patient's condition and need for air transportation.
- If patient meets criteria, weather is favorable and flight is accepted, the sending facility will be given an approximate ETA.
- If the patient is not stable enough for air transport or does not meet flight criteria the flight shall be declined. (must advise Medical Director or Chief Flight Nurse)

Prior to departure

- History of Present Illness/Injury
- Past Medical History
- Care/Procedures Received Prior to Arrival
- Results of Pertinent Diagnostic Studies
- Any medications required or possibly required and not carried on Trauma Star should be sent by the sending hospital with the flight crew.
- Obtain a completed MCFRF–101 "Trauma Star Medical Necessity for Air Transport"
- Obtain two (2) copies of the patient medical record and face sheet

Field Transfers

- Trauma Star to shall provide stabilization and any needed or anticipated critical interventions prior to departing the location of patient loading.
- Assessment, treatment and transfer of the patient is to be completed by the flight team.
- When possible, patients should be advised of the transport process, destination, safety and care procedures that will continue throughout the flight.
- Trauma patients are required to have adequate spinal immobilization prior to transport.
- Active bleeding sources must be identified and controlled prior to transport.
- Confirm patient report including alert type, status, critical interventions, and vitals are relayed to the receiving specialty resource center by the ground crew.
- Flight crew will make the ultimate decision on destination facility for MCFR field alerts.(Closest appropriate hospital to provide definitive care) Flight crew will honor destination requests by other fire rescue agencies when prior communication with the receiving facility has occurred prior to Trauma Star arrival.

FLIGHT PHYSIOLOGY OVERVIEW

Patients who require air medical transport can present with a variety of disease processes, as well as varying degrees of physiologic alteration. The flight crew need to be aware of, and able to anticipate, the potential problems that may arise from changes in altitude and barometric pressure. By understanding the basics of altitude physiology, and being able to anticipate, correlate, and react to such alterations in the patients' physiology, will ensure a safe and uneventful transport.

Flights will be completed at ambient air pressures of less than 7000 feet in most helicopter transport situations, due to the unpressurized cabin**. HOWEVER, the flight crew must understand that rapid, explosive-type barotraumas occur most frequently with the rapid ascents and descents associated with rotor-wing transports.**

The following general information is to aid the flight crew with planning, designing, and delivering appropriate therapeutic modalities.

Altitude affects the delivery and utilization of oxygen

Aircraft altitude adjustments may be necessary to provide the patient with optimal oxygen delivery.

Remain alert for the early signs of hypoxia

Trapped gases **EXPAND** as the aircraft **ASCENDS**, and **CONTRACT** as the aircraft **DESCENDS**; this phenomenon is known as "Boyle's Law"

Patient populations as risk include:

- Thoracic injuries/problems ("air-leak" potential).
- Gastrointestinal injuries/problems.
- Penetrating head injuries/severe CHI.
- Ocular and/or severe facial injuries.
- Orthopedic injuries
- "Crushing-type" soft tissue injuries and/or severe soft tissue swelling

Medical equipment effected include:

- ETT pilot balloons.
- Foley catheter balloons.
- BP cuffs.
- Air splints/orthopedic "casts"/MAST.

FLIGHT PHYSIOLOGY OVERVIEW

Humidity and temperature decrease as you increase altitude.

For every 1000 ft. increase in altitude, the outside temperature drops 2 degrees Celsius.

Physiologic changes

As the aircraft accelerates, multiple physiologic changes can occur *Effects on HR, BP, RR, SVR, and ICP can be seen.

Increased noise and vibration levels occur especially in helicopters; protect your patient accordingly. Unconscious patients respond physically to these stressors as well and should be provided hearing protection if able.

All the factors discussed previously can lead to the development of motion sickness, and/or spatial disorientation.

Treatment of motion sickness includes:

- Loosening of restrictive clothing.
- Visual fixation on a stationary object.
- Passive cooling measures.
- Oxygen administration.
- Supine positioning and restriction of head movement.
- Antiemetic therapy.

RAPID SEQUENCE INTUBATION

Securing the airway for air transport is one of the most critical and important events. Intubation should be considered appropriate for any patient that has an unsecured airway, ventilatory compromise, or at risk for aspiration

RSI Indications:

- Respiratory rate <10 or >30
- GCS ≤ 8
- Burn, inhalation injuries, blast injuries
- Suspected acute loss or impending airway failure
- Head/injury patient exhibiting combative behavior (unsafe for air transport)

Contraindications for RSI:

- Anticipated difficulty ventilating with a BVM after paralysis

Caution RSI use in:

- Major facial or laryngeal trauma
- Distorted facial or airway anatomy
- Soft tissue/penetrating injury to the neck (gunshot wound, stab wound with hematoma compromising airway)

Pre-oxygenate and prepare for intubation

- **See endotracheal intubation procedure 9-5**

Sedate patient as indicated with **ONE** of the following medications:

- **Midazolam (Versed) 2 – 5 mg** slow IV push over 1 -2 minutes Hold if BP less than 80 mmHg
- **Etomidate 0.3 mg/kg (12-20 mg)** IVP over 30 – 60 seconds (max single dose 20mg)
- **Ketamine 2mg/kg** slow IV push over 1-2 minutes
- In line cervical spine stabilization by second caregiver (in trauma setting)

Administer short acting paralytic:

- **Succinylcholine (Anectine) 1.5 mg/kg** (60 – 150 mg) rapid IVP

  May repeat **Succinylcholine (Anectine) at 0.5mg/kg** (20-50mg) if inadequate relaxation

After successful intubation administer **ONE** of the following long acting paralytics:

- **Vecuronium 0.05mg/kg** IVP duration 20-30 min
- **Rocuronium 0.06mg/kg** IVP duration 20-30 min
- **Pancuronium 0.05mg/kg** IVP duration 90 – 180 minutes

Attach patient to ventilator when indicated, maintain end tidal CO2 of 35 – 45 mmHg (See Ventilated Patients protocol 13-2)

Unsuccessful Intubation:

- Resume ventilations for 30 seconds
- Re- attempt intubation
- If unsuccessful, resume ventilations for 30 seconds and insert I-Gel airway
- Monitor ETCo2

If Unable to Ventilate:

If still unable to ventilate, remove I-Gel and perform cricothyroidotomy (see cricothyroidotomy-surgical procedure 9-4)

Pediatric:

- Utilize Handtevy System
- If patient is less than 8 yrs (or if age is unknown and using ET tube smaller than 60), pretreat with **Atropine 0.02 mg/kg IVP** (minimum dose of 0.1 mg, maximum dose of 0.5mg)

VENTILATED PATIENT / USE OF PEEP

All intubated patients will be transported on a ventilator if possible.

- Patients will have continuous cardiac monitoring. IV's will be maintained on infusion control devices or monitored closely.
- Multiple parameters will be documented at least every 10 minutes. These include PIP, SaO2, ETCO2 reading, chest rise and fall, etc.
- A BVM with appropriate face mask and manometer will be kept in close proximity to any ventilated patient ventilated patient. PEEP attachment for BVM will be used if patient's condition warrants.
- Suction will be set up and readily available.
- The medical crew must verify ETT placement. This may be done by noting the depth of the tube (appropriate depth for patient), ETCO2 detector, breath sounds, epigastric check and mist in the tube may be documented.

Prior to an interfacility transport

- Chest x-ray may be obtained if there is any question regarding the correct placement of the tube.
- The medical crew may request arterial blood gases. In the presence of any abnormal values, the medical team may consult with the Medical Director or referring physician in an attempt to stabilize the patient's respiratory/acid-base status prior to departure.

Upon arrival at the receiving facility

- The medical crew must document the confirmation of tube placement.

Sedation

- Appropriate sedation/analgesia with **Fentanyl, Ativan, Versed or sedation/paralysis with Etomidate, Succinylcholine** may be necessary for safe transport.
- Initially, the medical crew may medicate the patient with **Versed 2-4mg, Ativan 1-2mg, or Fentanyl 1mcq/kg.**
- Both analgesia and sedation must be considered in the chemically paralyzed patient.

VENTILATED PATIENT / USE OF PEEP

Ventilator Settings

- Settings should be managed to maintain ETCO2 35-45mmHg (in the absence of COPD) and oxygen saturation > 96%.
- Attempt to bring down PIP as much as possible by lowering TV to maintain parameters above. General guideline for TV is 6-10ml/kg/minute.

Recommended Ventilator Settings:

Tidal Volume	6-10ml/kg/minute
Rate	12-20 breaths per minute. Higher rates may be necessary in pediatrics and some adults
FiO2	50-100%
PEEP	5cm/H2O average adult settings. May increase to 10cm/H2O for pulmonary edema, ARDS and near-drowning patients
L-time	0.5-1.0 seconds with I/E ratio of 1:2
PIP	20-25cm/H2O. Increase settings to obtain adequate chest rise and oxygen exchange to maximum setting of 40cm/H2O.

Indications for use of PEEP:

- Patient with decreased SaO2 with use of 100% FiO2.
- Any patient with evidence of moderate to severe alveolar infiltrate specifically:
- Pulmonary edema, near-drowning, COPD and ARDS

Contraindications for PEEP:

- Hypotension

Equipment and Supplies:

- PEEP Valve
- Appropriate size BVM with Manometer
- Intubation Equipment
- Cardiac monitor
- Oxygen

VENTILATED PATIENT / USE OF PEEP

Procedure:

- Perform oral intubation of patient.
- Attach PEEP valve to adapter end of BVM.
- Set PEEP pressures as follows:

Adult:

- Begin at 5cm/H20
- May increase to a maximum of 10cm/H2O.

COPD-Asthma patients:

- Begin at 5cm/H20
- Increase to maximum of 8cm/H2O

Pediatric:

- Begin at 2cm/H2O
- Titrate to effect to a maximum of 5cm/H2O.
- Attach BVM to oxygen and ET tube in usual manner.
- Ventilate patient in normal manner.
- Observe ECG and vital signs. PEEP may cause dysrhythmia and/or changes in vital signs.
- Discontinue or decrease PEEP if any significant adverse responses occur.

ANXIETY

Midazolam (Versed) Route: IV/IO/IM/IN

Onset of action in 2-3 minutes; Peak occurs within 5 minutes; Most amnestic of benzodiazepines.

- Adult: **0.5-5 mg**
- Pediatric: **0.1- 0.2mg/kg** max. 5mg.

Lorazepam (Ativan) Route: IV/IO

Much longer half-life than Versed, peak effect occurs in 30 minutes; Half-life is 10-12 hours; Less likely to cause hypotension than Versed.

- Adult: **1-4 mg** - titrate to effect
- Pediatric: **0.05-0.1 mg/kg** IV.

NOTE:

Narcotic antagonist = **Narcan (Naloxone) 0.4 – 2mg slow IVP** (maximum of 10mg)

Benzodiazepine Antagonist = **Flumazenil (Romazicon) 0.2mg IVP over 30 sec**, after 30 sec., **0.3mg IVP over 30 sec**, After 1 min **0.5 over 30 sec**., May repeat q20min to a total of 3mg

AORTIC DISSECTION

Have a 'high-index' of suspicion when treating patients with history of an aortic dissection.

Indications:

Patients presenting with sharp tearing like chest and/or back pain. Patients usually have history of HTN and/or aortic dissection. There are three types. DeBakey I, II, & III. Patient's usually present with varied pulse pressures in upper extremities, possible decreased carotid pulses on one or both sides, rupture may include AMS or neurologic deficits from vascular disruption. Commonly originate in the thoracic aorta. May extend through entire aorta. Caused by arterial HTN.

RUPTURED AORTIC DISSECTION IS A TRUE SURGICAL EMERGENCY

- Maintain ABC's, oxygenation/ ventilation.
- Minimum 2 large bore IV's.
- KEEP PATIENT CALM!!!
- Consider **Pain Management Protocol 4-7**
- Full VS parameters will be initiated and continued until patient is delivered to receiving facility.

FOR HYPOTENSION

If a ruptured aortic dissection is suspected

- **Fluid challenge wide open until 2 liters administered** then **admin. 500cc boluses x2** to max of 3 liters and re-evaluate hemodynamic status.

If volume replacement is ineffective

- Consider **Dopamine @ 3-15 mcg/kg/min** to maintain SBP >90mmHg.

FOR HYPERTENSION

- Consider **Labetolol 10mg slow IVP q 5 min. intervals,** max dose = 300mg. Target HR 60-80 bpm and SBP 100-130 mmHg.
- Consider **Labetolol Infusion @ 2-8 mg/min** (Mix 200mg (40ml) in 160cc of D5W for a concentration of of 1 mg/ml. Start @ 2mg/min.

Or

- *Can be used by itself:* **Esmolol (Brevibloc) infusion @ 50-200 mcg/kg/min (see drug formulary 19-8)** do not drop HR to low. Do not administer if heart rate is already low.

CENTRAL VENOUS LINES

Central venous lines are indicated for administration of medications, delivery of chemotherapy, nutritional support, infusion of blood products, and blood draws. Types of central venous lines include: Broviac/Hickman, Port-acath/Med-a-port, and percutaneous intravenous catheters (PIC).

Signs of blood embolus, thrombus, air embolus, and internal bleeding:

- Chest pain.
- Cyanosis.
- Dyspnea.
- Shock

Central venous line emergencies include: catheter coming completely out, bleeding at the site, catheter broken in half, blood embolus, thrombus, air embolus, and internal bleeding.

Catheter is completely out

- Apply direct pressure to site.

Bleeding at the site

- Apply direct pressure.

Catheter is broken in half

- Clamp end of remaining tube

Suspected blood embolus, thrombus, or internal bleeding:

- Clamp line

Suspected air embolism

- Clamp line and place patient on left side.

HYPERTENSIVE EMERGENCIES

Normal blood pressure LIMITS are systolic 160mmHg and diastolic 85mmHg. When blood pressure is severely elevated over these limits, acute end-organ damage may result. In these cases, it is important to control elevated BP before and during flight.

In cases of mild blood pressure elevation without other underlying illness, treatment can be deferred until patient is delivered to destination facility.

Remember that fever, pain and anxiety are frequent causes of moderately elevated BP and should be treated appropriately.

Hypertensive end-organ damage is often marked by symptoms such as altered mental status and intracerebral hemorrhage.

Treatment:

The goal (in the treatment of malignant hypertension) should be decreasing mean arterial blood pressure (MAP) or the diastolic blood pressure (DBP) by 25% over one hour. Then decrease the MAP to 120 -130mmHg or the DBP to less than 110mmHg and maintain within parameter. May multiply DBP by 0.75 to quickly calculate 25%. (Example: DBP 120 x 0.75 = 90).

Malignant Hypertension – MUST ADDRESS EMERGENTLY

- **SBP >220mmHG or DBP >120mmHg**

May use any of the following medications as indicated for patient condition:

CALCIUM CHANNEL BLOCKADE:

- **Cardene (Nicardipine): 5 mg/hr. (MIX 50 MG/250 NS = 0.2 MG/ML)** If desired blood pressure reduction is not achieved at this dose, the infusion rate may be increased by 2.5mg every 5 minutes (for rapid titration) to 15 minutes (for gradual titration) up to a maximum 15 mg/hr, until desired blood pressure reduction is achieved. (Goal is to reduce BP by 25% over 1 hour)

BETA BLOCKADE:

- **Labetalol 10mg IVP over 1-2 minutes** May repeat as 20mg again in 10 minutes. If necessary, may repeat every 20 minutes thereafter as 40 mg up to a total max dose of 300mg. Target for 10-20% reduction in the systolic BP.
- **Metoprolol (Lopressor): 1.25-5 mg** IV every 6 hours. In HTN associated with STEMI/Non-STEMI MI: May administer 5mg every 5 (five) minutes as tolerated up to 3 (three) doses in early treatment. Titrate to heart rate and blood pressure.

HYPERTENSIVE EMERGENCIES

Esmolol 1000mcg/kg bolus dose over 30 seconds

Followed by a 150 mcg/kg/min infusion, if necessary. Adjust the infusion rate as required up to 300 mcg/kg/min to maintain desired heart rate and/or blood pressure. (max dose 300mcg/kg/min)

Can be used by itself:

Esmolol (Brevibloc) infusion @ 50-300 mcg/kg/min Do not drop HR to low. Do not administer if heart rate is already low (max dose 300mcg/kg/min) **(see drug formulary 19-8)**

ACE INHIBITION:

Enalaprilat 1.25 mg/dose. Give over 5 minutes every 6 hours. Doses as high as 5 mg/dose have been tolerated.

HIGH RISK OB TRANSPORTS

Sending Facility / Acceptance Procedure for JMH:

JMH Women's Hospital will accept all high-risk obstetrical patients in need of transfer from the Keys to a higher level of service. Since these transfers are typically time sensitive, the following procedure should be followed on every patient transferred:

1. The Transfer Center for JMH Women's Hospital must be called on **855-462-4658** immediately by the referring physician, and caller should state "we are requesting transfer of a High-Risk OB patient from the Keys". The sending physician's direct contact phone number should be given to the Transfer Center along with any other contact information.
2. Trauma Star Dispatch should be notified of the OB transfer and Trauma Star should proceed to the sending hospital.
3. Within 15 minutes, the sending physician should receive a call back from the Transfer Center to connect for peer-to-peer discussion, with the on-call JMH MFM accepting the patient and providing additional instruction if necessary, to stabilize the patient prior to transport. Physician-to-physician communication is required prior to transport in order to allow JMH adequate preparation for the patient. Internal Transfer Center escalation protocol is executed as needed to expedite transfer.
4. Complete patient medical records, along with any lab or any diagnostic testing should be prepared by the sending hospital and should include fetal monitor recording verifying fetal heart rate, contractions and/or any variability. Records should be ready for the Trauma Star flight crew upon arrival to avoid delay. Federal transfer regulations require patient medical records to accompany the patient at time of transfer.
5. Upon arrival at the sending hospital Trauma Star flight crew will receive information, any patient specific orders/medications, and proceed with patient stabilization and transport to JMH.
    - Flight crew must contact JMH Transfer Center at **855-462-4658** to provide ETA.
    - Flight nurse will provide follow-up call to sending physician/hospital after transport is completed.
    - 15 minutes prior to arrival, Flight crew must notify JMH Trauma Resus Dispatch **at 305-585-1148** to clear arrival at helipad.

HIGH RISK OB TRANSPORTS

The need for transfer by air should be discussed with the sending OB physician, via the labor nurse, or MCFR Medical Director prior to initiation of transport if the Flight Nurse has questions about patient's needs beyond available resources and/or medical necessity for air transport.

Prior to lift off, the sending and receiving physicians should have communicated and established that the receiving facility and physician have the specialized medically necessary resources to take care of the pregnant patient and newborn. Additional details and orders for transport, as well as the need for appropriate transport personnel may be needed prior to lift off and once the patient has been stabilized.

Contraindications to flight:

Trauma Star crews should **NOT** transport patients when delivery is imminent.

Suspected imminent delivery

- Patient response to contractions is changing (i.e., increase vaginal pressure, increased pain with contractions, difference in pain from prior contraction pattern experience)
- Vaginal bleeding beyond spotting
- Bloody show (may or may not indicate imminent delivery, however should be followed up with further exam)
- Uterine contractions greater than 6 per hour
- **Cervical dilatation of 4-5 cm** or greater (especially significant when patient is multiparous)
- **Station = 0,** fetal presenting part is engaged in the birth canal
- Any presenting fetal part observed
- Prolapsed umbilical cord observed

If any of the above criteria are observed, the medical crew may decline the patient until the patient has been stabilized/delivered and they are able to determine transport/transfer needs based upon an updated assessment of the patient and newborn.

Follow Universal Patient Assessment/Care Protocol as appropriate

&

UNIVERSAL HIGH-RISK OB ASSESSMENT / CARE PROTOCOL

MCFR Flight Crew should perform basic patient assessment and initiate standard medical care.

OBSTETRICAL HISTORY

- Prenatal care, obstetrician and delivery hospital;
- Number of pregnancies and live births (Gravida, para, multiple gestations, miscarriages);
- Problems with this pregnancy or previous pregnancies;
- Last menstrual period (LMP) and due date (EDD);
- Contraction status, frequency, duration and quality;
- Membranes intact/ruptured;
- Current medications and IV fluids and amounts;
- Lab values including Glucose level;
- Copy of all medical and surgical records;
- Pertinent social/medical HX and medications taken;
- Blood type and Rh factor, if known;
- Determination of presentation, station, effacement and cervical dilation and time of last vaginal or speculum exam;
- Vaginal bleeding/ bloody show/discharge (color, odor, etc.)

VITAL SIGNS

- VS's q 15 minutes or more frequently as patient's condition warrants
- Pt. weight
- Maternal VS's including EKG, Temp SpO2, EtCO2, and Fetal HR pattern

AIRWAY

- Maximize oxygenation/ ventilation and provide oxygen as indicated by patient's condition.

URINARY OUTPUT

- Void/ Foley. If there is no need for fluid resuscitation during transport, clamp Foley (a full bladder can delay fetal descent to slow delivery)

HEMODYNAMICS

- Maintain large bore IV or IO access and infuse **NS at 150ml/hr** (unless otherwise ordered)

Hemorrhage, Shock or profound Hypotension

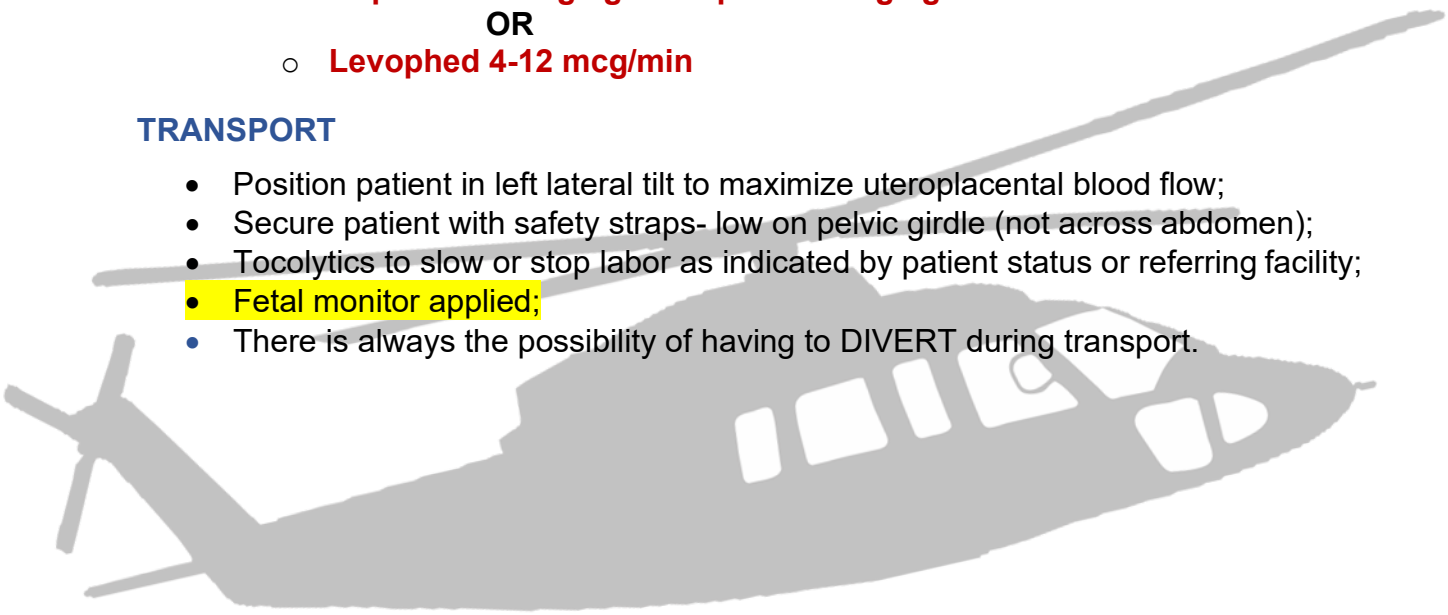
- Maintain bilateral IV's or IO access
- Administer fluid boluses of **NS 500ml** as needed for hypotension, maintaining a systolic BP at least 90mmHg.

If BP is dropping quickly; Vasopressors maybe needed to maintain BP:

- **Dopamine 5mcg/kg/min up to 20 mcg/kg/min titrated**
  OR
- **Levophed 4-12 mcg/min**

TRANSPORT

- Position patient in left lateral tilt to maximize uteroplacental blood flow;
- Secure patient with safety straps- low on pelvic girdle (not across abdomen);
- Tocolytics to slow or stop labor as indicated by patient status or referring facility;
- Fetal monitor applied;
- There is always the possibility of having to DIVERT during transport.



Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

ABRUPTIO PLACENTA

The separation of the placenta from the uterine wall occurring as early as 20 weeks gestation, at various stages, and before delivery. There may be an internal or concealed hemorrhage, external hemorrhage, or complete separation of the placenta from the uterine wall. Signs and symptoms may be: vaginal bleeding, extremely tender or rigid abdomen or an increase size of the abdomen.

Treatment:

- Monitor for signs of shock
- Observe for signs/symptoms of impending DIC: bruising or petechia, oozing from venipuncture sites, hematuria, epistaxis, hemoptysis, and bleeding gums and document.

UTERINE RUPTURE

The complete disruption of all layers of the uterine wall. This allows abnormal communication between the uterine and peritoneal cavities, the majority of which occur in women with previous c-section.

Rupture can occur before or during labor and in the total absence of any risk factors. Sharp sudden abdominal pain, report of tearing sensation, loss of FHR, cessation of contractions, referred shoulder or chest pain, pallor, hypotension, tachypnea, and hemorrhagic shock. Should this occur during transport proceed with the following:

DIVERSION WILL BE NECESSARY. THIS IS A SURGICAL EMERGENCY.

Treatment:

- Monitor / Treat for Hypotension and Hemorrhagic Shock
- Monitor for vaginal blood loss.

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

BREECH PRESENTATION

Breech presentation is used to describe the situation when the fetus's buttocks or legs present first.

Treatment:

- If delivery is in progress, allow the buttocks and trunk of the baby to deliver spontaneously;
- Direct the mother to push with contractions;
- Do not pull on the newborn;
- Once the legs and arms are delivered, support the body on the palm of your hand;
- Insert your finger into the baby's mouth and bring chin down to allow the head to deliver;
- Have an assistant provide supra-pubic pressure to facilitate delivery of the head;
- If the head is not delivered within 3 minutes, place gloved hand in the vagina with your palm towards the newborn's face;
- Form a 'V' with your index and middle fingers on either side of the newborn's nose and push the vaginal wall away from the face to create an airspace for the newborn until delivery of the head;
- Suction as needed;
- Transport and divert immediately while maintaining the airspace for the newborn.

SHOULDER DYSTOCIA

In cases of shoulder dystocia, delivery of the fetal head is followed by impaction of the fetal shoulders against the pubic symphysis and sacrum, within the pelvis. This complication becomes obvious when the head retracts slightly as it is pulled against the perineum (turtle sign).

Treatment:

- Place the pt.in a semi-fowlers position; flex the pts. legs with the knees pulled back up onto the thighs. Hips are abducted out as much as possible increasing the AP diameter of the pelvis.
- Suprapubic pressure can be used to attempt and push the anterior shoulder under the symphysis pubis;
- DO NOT USE FUNDAL PRESSURE;
- Consider reaching into the vagina to deliver the anterior shoulder by trying to rotate it in the pelvis, extraction of the posterior arm, or using the Woods' corkscrew maneuver to rotate the shoulders 180 degrees out of the pelvis;
- Delivery of the anterior shoulder must occur within several minutes.

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DIABETES MELLITUS IN PREGNANCY

A common medical complication in pregnancy. Diabetes in pregnancy increases the risk of several maternal and fetal complications and even mild maternal hyperglycemia is associated with adverse pregnancy outcomes. Continuous monitoring is important because the fetus can be affected if mom is not properly monitored and treated when the need arises.

Treatment:

- Current BG >250mg/dl determines need for insulin before leaving facility
- Obtain last dose of insulin Time/Type (short or long acting)
- Monitor for Hypertension
- Fetal Monitor - FHR, baseline and any variability;
- Monitor Contractions – duration / frequency / strength
- Monitor for DKA / Hypoglycemia
- Blood sugar <40mg/dl treat with
  - **D10 100ml**

    OR
  - **D5 250ml**

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

PAIN MANGAGEMENT

Pregnant patients who have pain from labor or from an illness or injury who are HEMODYNAMICALLY STABLE. These patients may be medicated to help reduce or alleviate pain.

Treatment:

Assess patient's hemodynamic status and level of pain

- **Fentanyl 0.5-1 mcg/kg (max dose 100mcg)**
  over 1-2 minutes IV q 30 minutes x 1

If Respiratory depression occurs – see Overdose protocol 5-4

Reassess and document level of relief of pain and/or nausea.

NAUSEA

Pregnant patients who have nausea and/or vomiting may be treated to relieve symptoms and increase comfort.

- **Ondansetron (Zofran) @ 4mg IV over 2-5 min**

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

PLACENTA PREVIA

The implantation of the placenta in the lower segment of the uterus. With this condition, the placenta is located on or near the uterine opening. The previa may be complete, partial, or marginal.

Signs and symptoms: Bright red, painless vaginal bleeding usually beginning in the third trimester.

Treatment:

- Monitor uterine activity every 5-10 min.
- Transport in a lateral position, preferably left, or with a left pelvic tilt. DO NOT PERFORM VAGINAL EXAM.
- Monitor / Treat for hypotension
- Continuously monitor fetal heart rate and record any variability.

PROLAPSED CORD

Prolapsed cord occurs when the umbilical cord is at or below the level of the presenting fetal part. Fetal brain damage or death may result if the blood and oxygen supply are obstructed or cut off.

Signs and symptoms: cord protruding from vagina, slowing of FHR, meconium stained amniotic fluid, pulsating cord felt on vaginal exam by sending OB physician.

Treatment:

- FHR continuously, and record every 5 minutes.
- To stop/slow uterine contractions **Terbutaline 0.25mg** SQ q 20 min PRN, **(max dose 1mg)**
- Position patient in a left recumbent position with pelvis elevated on two pillows.
- If FHR slows (less than 100 bpm), insert a sterile gloved hand into the vagina and exert continuous pressure on the presenting part in attempt to push the presenting part away from the cord to allow blood flow to the umbilical cord. Do not attempt to place the cord inside the vagina. Do not permit additional cord to escape from vagina. Hand must remain in vagina until baby is delivered, or continuous monitoring shows normal fetal heart tones with contractions.
- If the cord is protruding from the vagina, cover it with sterile saline dressing.
- Definitive therapy for a prolapsed cord is Caesarean Section.

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

POST-PARTUM HEMORRHAGE (PPH)

Blood loss >500ml's after vaginal delivery or >1000ml's of blood after c- section is considered a post-partum hemorrhage.

Signs and symptoms include, flaccid and no uterine contractions, indications of shock post-delivery.

Treatment:

- Determine onset of bleeding
- Evaluate perineum, vagina, cervix for injuries and bleeding and apply direct pressure or ice packs for hematomas;
- May require bi-manual fundal massage q 5-15 min as indicated by bleeding and clots;
- Left lateral tilt to relieve pressure of the vena cava

AMNIOTIC FLUID EMBOLUS

Occurs when amniotic fluid gains access to the maternal circulation during labor or delivery resulting in obstruction of the pulmonary vasculature.

Signs and Symptoms: Acute shortness of breath, agitation, signs of hypoxia, chest pain, cyanosis, etc.

Treatment:

- Intubation may be indicated for rapidly deteriorating patient;
- Ventilator supported patients may require PEEP: start @ 5cmH20;
- Monitor mother and fetus (fetal monitor) frequently and treat mother's symptoms as indicated;
- Watch for evidence of D.I.C.

CERVICAL OR PERINEAL LACERATIONS

Treatment:

- Direct pressure until it can be repaired;
- Make note on how many cc's of blood and how many pads and/or dressings used to control bleeding;
- Fluid resuscitation as indicated

POST PARTUM HEMORAGE / AMNIOTIC FLUID EMBOLUS / CERVICAL OR PERINEAL LACERATIONS

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

PRE-ECLAMPSIA

A condition of pregnancy characterized by hypertension, edema, and proteinuria, which occurs usually after 20 weeks gestation.

Treatment:

- Assess uterine activity initially and get recording, if available.
- Change in FHR, re-position patient
- If labor is not present and seizures occur, observe for sudden onset of labor or evidence of abruption of placenta.

Treat systolic BP greater than160mmHg and/or diastolic BP greater than 100mmHg: Administer:

- **Labetalol 5-10mg IVP**

If patient's BP does not normalize. Administer

- loading dose of **Magnesium Sulfate:**
  - Mix 4g (8ml of 50% solution) in 100ml NS and infuse as tolerated over 20-30 minutes; followed by a maintenance 2-4g/hr infusion (4g in 1000 ml NS), if needed.

Discontinue infusion If signs/symptoms of Magnesium Sulfate Toxicity develop:

- if respiratory rate becomes less than 12/minute
  - **Calcium Chloride 10%, 1 gm slow IVP over 3 minutes**.
  - Assist ventilations with supplemental oxygen and ventilatory support as needed.
  - Have airway, suction, and oxygen ready for immediate use should seizures occur.
  - Assess for the development of or increasing severity of frontal headache, blurred vision, spots before the eyes, nausea, vomiting and/or epigastric pain. These indicate central nervous system involvement and worsening condition. Epigastric pain frequently precedes seizures.

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

ECLAMPSIA

Signs and Symptoms: Grandmal seizure / Coma in patients with severe pre-eclampsia

If Seizure Occurs:

- Make sure the patient is in a lateral position and protect from injury.
- Secure airway as necessary. Administer high-flow oxygen via NRB. Suction as needed to maintain an open airway.
- Administer
  - **Versed 2-5mg every 2-3 minutes IVP**
    OR
  - **Ativan 1-2mg IVP**

If loading dose of Magnesium Sulfate was not previously given during pre-eclamptic phase

- Administer loading dose of **Magnesium Sulfate:**
  - **Mix 4g (8ml of 50% solution) in 100ml NS** and infuse as tolerated over 20-30 minutes;
- Followed by maintenance infusion of **Magnesium Sulfate (diluted) 2-4gm/hr.**
  - **4-6g of a 20% solution** is suggested. (Dilute the 50% solution by half to obtain the 20% dilution required).

    Example: 8ml (4g of the 50% solution diluted with 20ml of NS would give a 20% solution)

Discontinue infusion If signs/symptoms of Magnesium Sulfate Toxicity develop:

- if respiratory rate becomes less than 12/minute
  - **Calcium Chloride 10%, 1 gm slow IVP over 3 minutes**.
  - Assist ventilations with supplemental oxygen and ventilatory support as needed.

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

PRETERM LABOR

Preterm labor is labor that occurs between 20 and 37 weeks gestation. To assess maternal/fetal status, provide physiological and psychological support and monitor tocolytic effects when attempts are made to slow/stop labor. Tocolytic drugs are used to delay labor for a short time (< 48hr) and include terbutaline, nifedipine, and NAISDs and are not usually used before 24 wks gestation.

Treatment:

- Contractions can be caused by dehydration in the mother so initiate **500cc bolus prior to tocolytic therapy** when there is a history of fluid depletion;
- Monitor contraction frequency and duration, observe for pooling of possible amniotic fluid and collect a sample if possible. Vaginal exams are not to be performed by Trauma Star crewmembers unless delivery is imminent
- Be prepared for delivery;
- Maintain antibiotics if sending hospital initiated;
- Antepartum steroids may have been administered to the patient prior to your arrival to accelerate fetal lung maturity this information should be provided to receiving facility.

Contractions occurring every 10 minutes or less and lasting at least 30 seconds administer

- **Terbutaline 0.25mg SQ** if maternal HR is <120 bpm and there is no history of cardiac disease. Second dose may be administered within 20min if needed and patient HR remains <120 bpm and show no signs of tremors, flushing or restlessness.
    - If Terbutaline has been administered >60 min prior to take off, may repeat dose as needed and tolerated by patient every 20 min. up to a maximum total dose of 1 mg.
- **Magnesium Sulfate**
    - Loading DOSE: **4gms in 100/cc NS over 20 – 30 minutes**.
    - Maintenance DOSE: **2-4gm/hr** (diluted to 20% solution) (Dilute the 50% solution by half to obtain the 20% dilution required).

      Example: 8ml (4g of the 50% solution diluted with 20ml of NS would give a 20% solution)

Discontinue infusion If signs/symptoms of Magnesium Sulfate Toxicity develop:

- if respiratory rate becomes less than 12/minute
    - **Calcium Chloride 10%, 1 gm slow IVP over 3 minutes**.

PRE-TERM PREMATURE RUPTURE OF MEMBRANES (PPROM)

Rupture of the amniotic membranes in a pregnancy of preterm gestation (prior to 37 weeks).

- Obtain History of PPROM- time, color, amount, and odor
- Avoid letting the patient sit or bend to avoid pressure on the cervix during transport.
- Monitor contraction frequency and duration without vaginal exams if the membranes are ruptured, unless delivery is imminent, fetal bradycardia or prolapsed cord;
- The major complication associated with pre-term labor is delivery of an immature fetus: Be prepared for delivery and resuscitation.

Follow Universal Patient & Universal High-Risk OB Assessment/Care Protocols as appropriate

VAGINAL DELIVERY

Every attempt should be made to determine if delivery is imminent prior to accepting patient for air transport. However, delivery should always be anticipated. If in flight delivery occurs consider DIVERSION if newborn is in distress.

Prior to departure from Hospital:

- Obtain additional blankets, multiple towels from hosp.
- Ensure a body bag is placed on stretcher to contain membranes / amniotic fluid
- Move OB kit and Handtevy Pediatric bag to main patient compartment

Treatment:

- Determine if delivery is imminent
  - Visible presenting part, bulging perineum, pt. stating 'I have to push'
- Assess perineum- bulging, bleeding, cord, meconium, presenting part
- Apply pressure/ support to perineum
- If membranes are intact and the fetus is crowning, then perforate them before the head is delivered, remove them from face
- Slowly deliver the head, firmly supporting it and the perineum
- Bulb suction the infant's mouth than nose before delivering the body
- Guide baby's head down to assist delivery of anterior shoulder then up to assist with posterior shoulder

Nuchal Cord – cord wrapped around infants' neck

- During delivery of head, check for nuchal cord, if present and loose, attempt to reduce it by slipping over the baby's head;
- If cord is tight, unable to reduce- clamp twice and carefully cut between clamps
- Once cord is removed or cut then prepare for delivery

Once delivery is complete

Late cord clamping (performed approximately 1–3 min after birth) is recommended for all births, while initiating simultaneous essential neonatal care. Early umbilical cord clamping (less than 1 min after birth) is not recommended

- Hold baby securely and stimulate by drying or flicking soles of feet
- Place baby on mother's chest or stomach and assess airway / need for resuscitation.

VAGINAL DELIVERY

- **Do not clamp / cut cord** unless the neonate is asphyxiated and needs to be moved immediately for resuscitation. For basic newborn resuscitation, if you can provide effective positive-pressure ventilation without cutting the umbilical cord, ventilation can be initiated before cutting the cord.
- If the placental circulation is not intact, such as in the case of abnormal placentation, placental abruption, umbilical cord avulsion, maternal hemodynamic instability or the need for immediate resuscitation of the newborn immediate cord clamping is appropriate.
- **Second flight crew member - assess / treat neonate according to appropriate neonatal protocol (Section 16)**

1-3 minutes after birth
Clamping “not earlier than one minute” should be understood as the lower limit period supported by published evidence.

- Clamp the cord at least 1” from the stump and again 1” from that clamp and cut between them
- If possible, retain sample of cord blood
- Assess perineum for tears/ lacerations and bleeding
- Allow placenta to separate on its own
- Apply fundal pressure/ massage as needed for bleeding/ placenta delivery
- Apply ice to perineum for control of swelling and/or bleeding from tears/ lacerations needing repair
- Watch for signs of postpartum hemorrhage; frequent fundal checks with massage as needed

COMPROMISED NEWBORN

Treatment:

- Dry, warm, and stimulate infant.
- Clear and maintain a patent airway
- If infant is not responding, rub vigorously and administer oxygen by mask.
- Suction mouth first and then nose with bulb syringe.

If the infant is not effectively breathing after 15-30 seconds of stimulation and oxygen

- Ventilate with BVM. Use neutral or sniffing position, ventilating enough to observe good rise and fall of the chest. Ventilations should be at a rate of 40- 60/minute. Monitor response: chest movement, breath sounds, color, tone, and heart rate.
- Insert NG/OG tube to prevent gastric distention if prolonged ventilation.

If heart rate does not improve and infant does not begin to breath

- Intubate and continue to ventilate.
- Begin chest compressions at a rate of at least 100/min if heart rate is less than 60 despite adequate ventilation for 30-60 seconds.
- Monitor cardiac rhythm as possible.
- Establish IV/IO access.
- Continue resuscitation

COMPRIMISED NEWBORN

NEONATAL ENDOTRACHEAL INTUBATION

While preparing for intubation, ventilate via BVM and supplemental oxygen to restore good skin color and adequate heart rate.

Select proper tube size:

- **Tiny premature** (<2.5lbs): 2.5mm
- **Other premature and average size** (3-7lbs): 3.0mm
- **Larger infants:** 3.5mm

Treatment:

- Place patient's head in proper head positioning which is the neutral or sniffing position.
- Insert laryngoscope with small straight blade along the right side of the mouth; push tongue to left.
- Prolonged pharyngeal stimulation will induce bradycardia and even heart block in some infants.
- Visualize cords and suction as required.
- Insert tip of endotracheal tube 1-2cm past glottis. Stabilize endotracheal tube with fingers.
- Confirm endotracheal tube placement via no auscultation of epigastric sounds and auscultation of clear, equal breath sounds.
- Secure endotracheal tube via tape. Until tube is secured, place middle finger of dominant hand on endotracheal tube and press tube into hard palate to secure tube. The rest of the hand will hold the jaw and provide a secure hold on endotracheal tube.
- Document endotracheal tube depth marking at gum line.
- Utilize ETCO2 detector and document waveform.
- Insert Ng/OG tube and decompress stomach to allow for more effective ventilations.

NEONATAL ENDOTRACHEAL INTUBATION

NEONATAL STABILIZATION

Provide warmth

- dry thoroughly
- remove wet towels
- cover head
- keep out of draft

Open airway, sniffing position:

- bulb suction, suction both mouth and nares, avoid prolonged suction
- Particulate meconium or depressed baby- intubate and perform direct tracheal suctioning
- Stimulate respirations- rub back, flick soles of feet

No active response- respirations or crying after two attempts

- Provide PPV via BVM-15-40 cm/H20 @ 40-60 bpm with FiO2=100% for 30 seconds and observe easy rise and fall of chest

Pause to evaluate: APGAR @ 1 minute and 5 minutes

- O2 blow-by of 80% for HR >80, RR adequate w/central cyanosis- DO NOT OVERSTIMULATE, slowly withdraw O2 if baby stays pink;
- O2 PPV/BVM @ 100% HR <80 not increasing, RR-gasping/apneic w/central cyanosis;
- Continue PPV/BVM until HR>100 w/adequate respirations;
- PPV >5 min consider OG tube, if available, for gastric decompression;
- Reassess HR after 30 seconds and @ 2 minutes
- BVM/PPV ineffective or prolonged need for ventilation, then ETI
- HR<60 or 60-80 and not increasing w/vent. and stimulation, begin chest compressions

Respiratory depressed infant known or suspected maternal drug use

- **Narcan 0.1mg/kg** IV,IM, SQ or ET q 2-3 min up to 1 mg.

Glucose <40 mg/dl:

- **D10W 2-4 cc/kg** IV / IO over 3-5 min
- Re-check BS q 15-30 minutes

NEONATAL STABILIZATION

NEONATAL PERSISTANT PULMONARY HYPERTENSION

Avoid stressors: Hypoxia, acidosis, pain, agitation, hypoglycemia, hypovolemia
Assess respiratory status closely and support with $Fi0_2$ & ventilation as necessary.
Monitor pre- and post-ductal oxygen saturations.

Treatment

- Correct metabolic acidosis.
- Sedate:
  - **Fentanyl 1-2 mcg/kg** and/or **Midazolam 0.1mg/kg** if blood pressure stable.
- Monitor glucose level closely.
- Monitor for hypotension & hypoperfusion.
  - **Dopamine 10-20 mcg/kg/min** may be initiated
  - Consider **Rocuronium 0.6 mg/kg** IV to facilitate ventilation. Consult receiving neonatologist prior to administration.

BLOOD TRANSFUSION

Step	Action
1	Obtain Consent from patient or family if possible
2	O- (O negative) PRBC will be used for transfusion
3	Ensure PRBCs have been maintained per policy (temperature WNL, ports WNL) Verify Unit number and blood type are the same on unit and transfusion form. If there are any problems with blood temperature, ports, or discrepancy in unit number or blood type, document problem and return to Oneblood.
4	Ensure IV access and patency. 18 gauge or larger preferred. IO is acceptable **No other medications can be given through blood administration IV line.** Ensure you have a 2nd IV line for all other medication.
5	Adults give **1-2 units** Pediatrics <13 give **1-2 10ml/kg bolus**
6	Ensure appropriate equipment and supplies 1L bag 0.9% NS Pressure bag Y Blood tubing Blood filter Blood warmer.
7	**Adult** Prime Blood tubing and filter with 0.9% NS and insert filter into blood warmer. Ensure all clamps on blood tubing and filter are clamped off. **Pediatric** Prime syringe pump tubing and filter and insert into blood warmer. Ensure all clamps on blood tubing and filter are clamped off. Prime 1000ml bag of 0.9% NS with 10gtt set and have ready to infuse.
8	**Adult** Place blood on pressure bag and Spike blood bag. Pressure bag should not exceed 300mmHg of pressure **Pediatric** Draw up blood amount into 60cc syringe and attach to syringe pump tubing.
9	Obtain baseline Temperature, B/P, HR, RR, and SaO2
10	Start Blood Transfusion. Monitor for cardiac rhythm, and signs and symptoms of reaction. If reaction occurs, document reaction and follow transfusion reaction guidelines. Document Temperature with VS every 15 minutes during transfusion. (Temperature should not exceed 39 C)
11	When the transfusion is complete Flush blood line with NS Document final Temperature with VS Remove blood tubing and discard. Flush IV site Continue to monitor for reactions. Complete Uncrossmatched Emergency Blood Release Form and Transfusion Record
12	Completed and partially used units and original completed transfusion report is to be given to receiving facility nurse. (make copy of transfusion report for TS records). Have receiving nurse sign Uncrossmatched Emergency blood release form.
13	Send email to Chief Flight Nurse for Usage Notification / Re-ordering

Blood Transfusion Reaction Guidelines

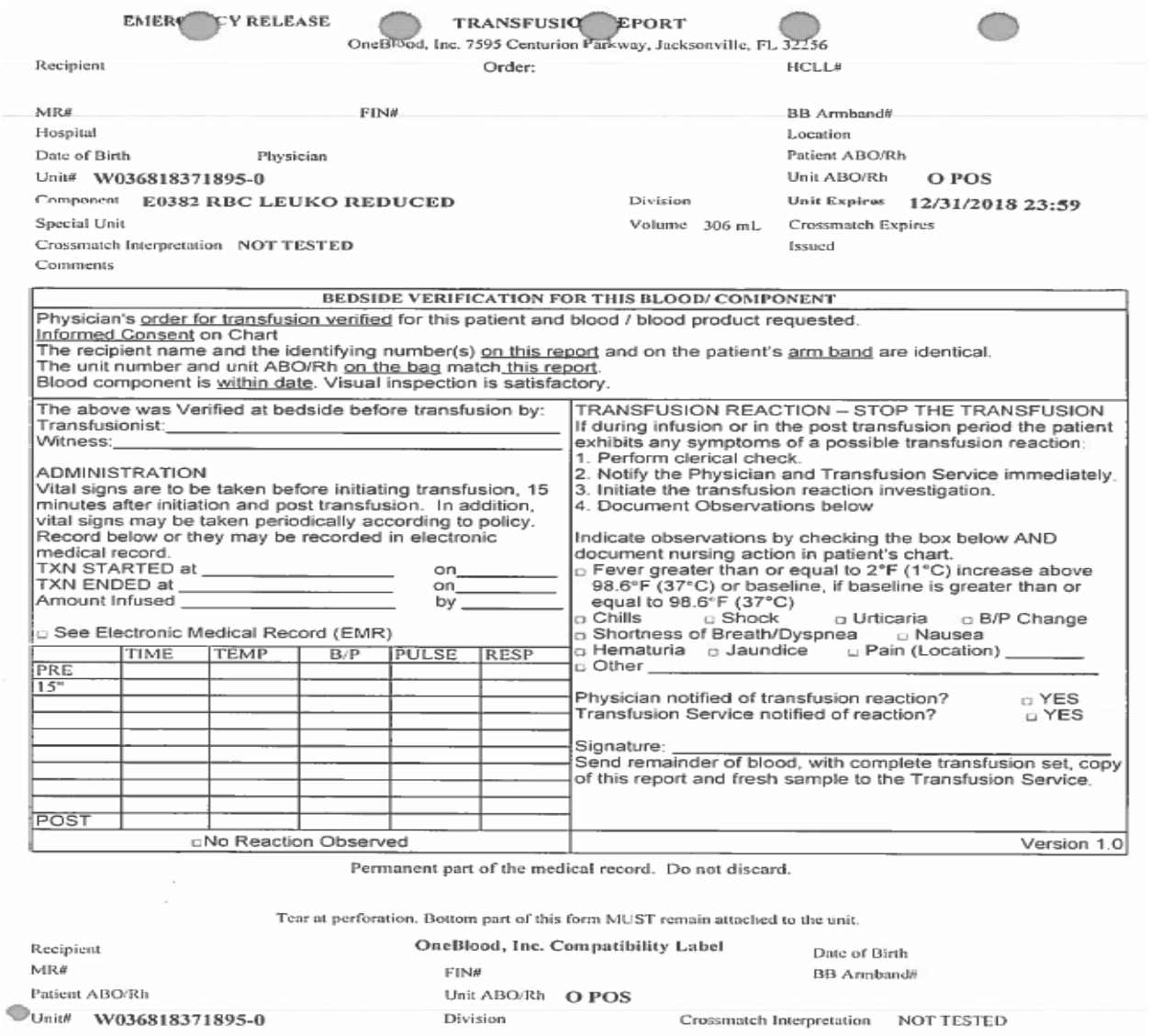
Reaction	Treatment

Allergic Reaction	For mild skin itching, **do not stop** transfusion administer Diphenhydramine.
	• **Adults**
	  ○ **25mg IVP.**
	• **Pediatric**
	  ○ **1mg/kg not to exceed 25mg**

Fever and Chills	• Immediately Discontinue transfusion. • Hang 0.9% NS to keep vein open. (If SBP less than 90 administer NS at a rate to maintain SBP >90.) • Notify Medical Director • Closely monitor VS and I&O • Give remaining blood to receiving facility
Anaphylactic Reaction	• Immediately Discontinue transfusion. • Hang 0.9% NS to keep vein open. (If SBP less than 90 administer NS at a rate to maintain SBP >90.) • Notify Medical Director • **Follow Anaphylactic protocol** • Closely monitor VS and I&O • Give remaining blood to receiving facility
Febrile Transfusion Reaction Defined as increase in temperature during transfusion. Symptoms include temperature increase of 1-degree C greater than baseline. Other symptoms include chills, headache, facial flushing, palpitations, cough, chest tightness, increase in pulse rate and flank pain.	• Immediately Discontinue transfusion. • Hang 0.9% NS to keep vein open. (If SBP less than 90 administer NS at a rate to maintain SBP >90.) • Notify Medical Director • Administer in 2nd IV line **Diphenhydramine 25mg IVP** • Closely monitor VS and I&O • Give remaining blood to receiving facility
Hemolytic Transfusion Reaction Defined as immediate lysis of transfused red blood cells can result in fever and or tachycardia. Symptoms include chills, back/flank pain, nausea/vomiting, dyspnea, flushing, bleeding, hypotension, increase in baseline temperature by 1-degree C, headache, facial flushing, palpitation, chest tightness, and cough.	• Aggressive NS infusion • Notify Medical Director • Closely monitor VS and I&O Immediately Discontinue transfusion • Give remaining blood to receiving facility

Reaction	Treatment
Dilutional Thrombocytopenia Defined as platelet loss due to absence of viable platelets in PRBC. Generally seen in large quantities of PRBC transfusions to treat trauma or massive hemorrhage. It is caused by platelet loss out of the body and platelet dilution with replaced red cells and crystalloids. This is generally not seen with infusion of 1-2 units, unless a patient has pre-existing thrombocytopenia or disseminated intravascular coagulation(DIC). Symptoms include oozing from mucosa, wounds or puncture sites, petechial spots, ecchymosis, and S/S of DIC	• Immediately Discontinue transfusion. • Hang 0.9% NS to keep vein open. (If SBP less than 90 administer NS at a rate to maintain SBP >90.) • Notify Medical Director • Closely monitor VS and I&O • Give remaining blood to receiving facility
Potassium Intoxication Defined as hyperkalemia, and is a common complication in mass transfusion of stored blood. Stored RBC usually contains more than 60MEQ/L of potassium. Symptoms include flaccidity, muscle twitching, bradycardia, EKG changes, (tall peaked T-waves, prolonged P-R interval, and QRS) and cardiac arrest.	• Hold Transfusion • Consult Medical director to see if infusion should be continued. • **Initiate Hyperkalemia protocol** • Closely Monitor VS, and I&O • If cardiac arrest occurs, follow cardiac arrest protocol
Hypocalcemia (from citrate intoxicity that binds Ca) Patients with acute or chronic hepatic insufficiency are at relatively higher risk of citrate toxicity. To avoid Citrate toxicity, **administer PRBC at a minimum rate of 1 unit over 6 minutes** and avoid rapid transfusion. Symptoms include arrhythmias, hypotension, muscle cramping, nausea, vomiting seizure activity, and tingling sensation in the fingers.	• Hold Transfusion • Consult Medical director to see if infusion should be continued. • **Administer Calcium Gluconate 1 gm slow IVP** in 2nd IV. • Closely Monitor VS, and I&O
Hypothermia Symptom include chills, shivering, hypotension, arrhythmias, bradycardia, cardiac arrest.	• Hold Transfusion • Consult Medical director to see if infusion should be continued. • Warm patient • Obtain 12 lead EKG • Warm blood if transfusion is resumed • If cardiac arrest occurs, follow cardiac arrest protocol

Documentation of Transfusion Form



EMERGENCY RELEASE TRANSFUSION REPORT
OneBlood, Inc. 7595 Centurion Parkway, Jacksonville, FL 32256

Recipient Order: HCLL#

MR# FIN# BB Armband#
Hospital Location
Date of Birth Physician Patient ABO/Rh
Unit# W036818371895-0 Unit ABO/Rh O POS
Component E0382 RBC LEUKO REDUCED Division Unit Expires 12/31/2018 23:59
Special Unit Volume 306 mL Crossmatch Expires
Crossmatch Interpretation NOT TESTED Issued
Comments

BEDSIDE VERIFICATION FOR THIS BLOOD/ COMPONENT

Physician's order for transfusion verified for this patient and blood / blood product requested.
Informed Consent on Chart
The recipient name and the identifying number(s) on this report and on the patient's arm band are identical.
The unit number and unit ABO/Rh on the bag match this report.
Blood component is within date. Visual inspection is satisfactory.

The above was Verified at bedside before transfusion by:
Transfusionist:_____
Witness:_____

ADMINISTRATION
Vital signs are to be taken before initiating transfusion, 15 minutes after initiation and post transfusion. In addition, vital signs may be taken periodically according to policy. Record below or they may be recorded in electronic medical record.
TXN STARTED at _____ on_____
TXN ENDED at _____ on_____
Amount Infused _____ by _____

☐ See Electronic Medical Record (EMR)

	TIME	TEMP	B/P	PULSE	RESP
PRE					
15"					
POST					

☐No Reaction Observed

TRANSFUSION REACTION – STOP THE TRANSFUSION
If during infusion or in the post transfusion period the patient exhibits any symptoms of a possible transfusion reaction:
1. Perform clerical check.
2. Notify the Physician and Transfusion Service immediately.
3. Initiate the transfusion reaction investigation.
4. Document Observations below

Indicate observations by checking the box below AND document nursing action in patient's chart.
☐ Fever greater than or equal to 2°F (1°C) increase above 98.6°F (37°C) or baseline, if baseline is greater than or equal to 98.6°F (37°C)
☐ Chills ☐ Shock ☐ Urticaria ☐ B/P Change
☐ Shortness of Breath/Dyspnea ☐ Nausea
☐ Hematuria ☐ Jaundice ☐ Pain (Location) _____
☐ Other _____

Physician notified of transfusion reaction? ☐ YES
Transfusion Service notified of reaction? ☐ YES

Signature: _____
Send remainder of blood, with complete transfusion set, copy of this report and fresh sample to the Transfusion Service.

Version 1.0

Permanent part of the medical record. Do not discard.

Tear at perforation. Bottom part of this form MUST remain attached to the unit.

Recipient **OneBlood, Inc. Compatibility Label** Date of Birth
MR# FIN# BB Armband#
Patient ABO/Rh Unit ABO/Rh O POS
Unit# W036818371895-0 Division Crossmatch Interpretation NOT TESTED

This form is attached to blood unit and must be completed during transfusion**. Bottom portion MUST remain attached to blood unit bag**.
Original Form and blood unit bag is given to Receiving Hospital.
A copy of the completed form is needed for TS record.

Uncrossmatched Emergency Blood Release Form

oneblood

Uncrossmatched Emergency Release Blood Release Form					
Patient's Name:	Date:			Time:	
Flight Number:	Crew: /				
Receiving Hospital & Room #	Attending Physician				
Blood Certified as Compatible for this patient cannot be supplied due to urgent need. Compatibility testing (ABO/Rh, Antibody detection and crossmatching) was not preformed prior to transfusion. Patient received _____ units of Red Blood Cells ◻O Positive ◻ O Negative Liquid Plasma _____ units Female of childbearing age received _____units of O Positive Red Cells and may need RhIg The above units were infused in the interest of protecting this patient from exsanguination, we do not take responsibility for completion of compatibility of the blood with the patient. The unit number(s) transfused are:					
Unit #	Blood Type	Component	Start Time	End Time	Amt Infused
Vital Signs at Receiving Hospital	Time:	HR:	BP /	RESP	TEMP
Patient exhibited signs/symptoms of transfusion reaction during transport ◻ YES ◻ NO (mark one)					
If Yes Signs and symptoms noted:				Time of reaction:	
				Date:	
Flight Crew 1 signature	Printed name				
				Date:	
Flight Crew 2 signature	Printed name				
I understand the informationabove regarding the emergency administration of uncrossmatched blood and am aware of the need to complete compatibility testing and the possible need for administration of RhIg.					
Signed: RN				Date:	
Receiving Nurse					
The clinical condition for the above named patient is sufficiently urgent to necessitate this emergency transfusion before compatibility testing could be completed. The benefits of the transfusion outweigh the potential risk.					
Signed: MD				Date:	
Receiving Physician					
** Flight crew will provide a photo copy of this form, in addition to the completed PCR including all vital signs, to the receiving. The original will be maintained with the patient's flight records**					

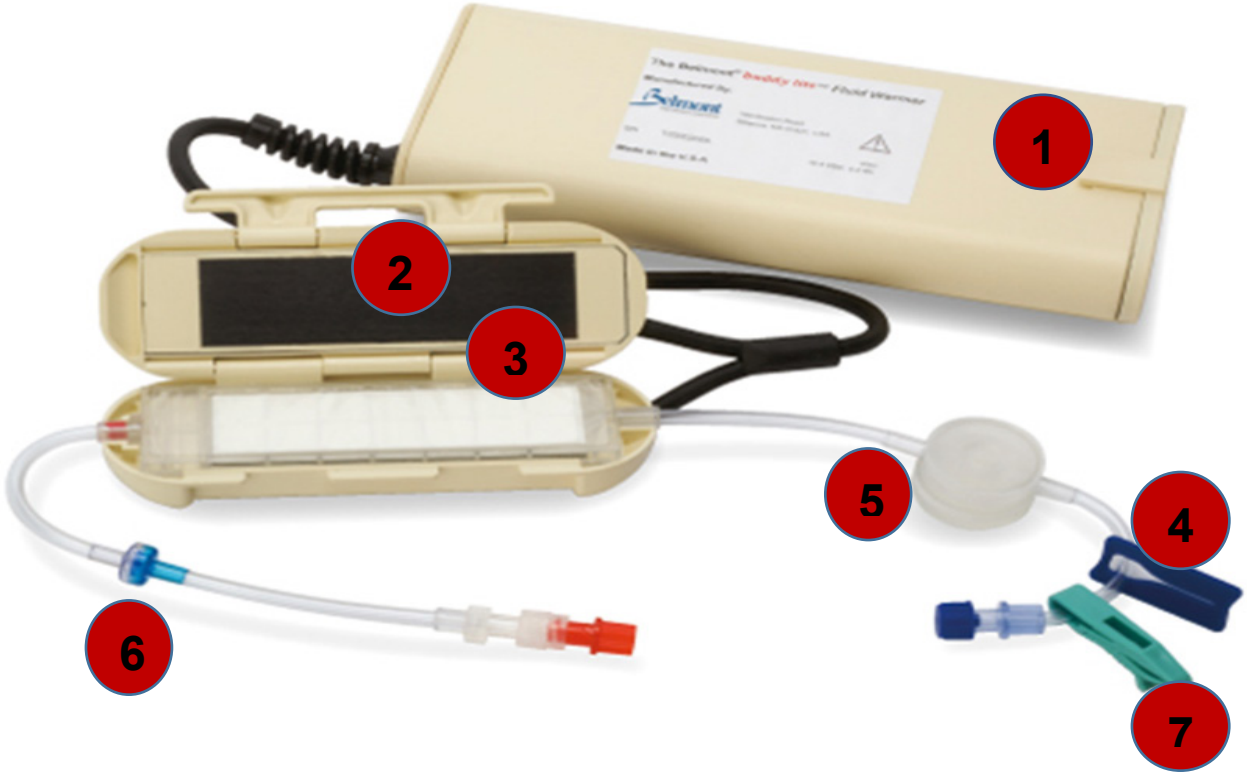
oneblood

Document # Form-xxx
Version # x

Page 1 of 1

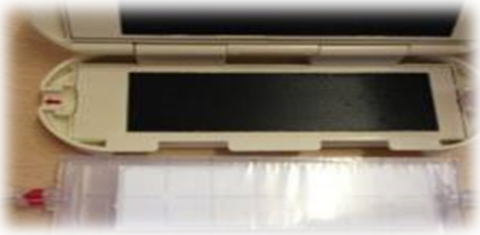
Form needs to be completed and signature of receiving nurse obtained. MD signature is not required.
This form is for TS records.

BELMONT BUDDY BLOOD WARMER



1. Battery Pack
2. Dual heater plates
3. Large venting membrane Filter
4. Clamp to close line off
5. Pressure regulating valve
6. One-way valve
7. Bed sheet clamps

BELMONT BUDDY BLOOD WARMER

Step	Action
Set Up	• Place buddy set into heater • Align **red** end of filter with **red** end of heater.  • Close the heater. Click should be heard when closed.
Priming	• Prime Blood tubing with Normal Saline • Connect blood tubing to **blue** end of buddy set. • Prime the set by running NS through set tap heater while priming set to discourage bubbles. There is no need to remove red cap for priming.
Operation	• Turn the heater on. A **blue** light confirms operation. • Connect the red end to patient IV site. • Secure the heater to the sheet with the green clip. • Start Blood infusion.
Alarm	• Alarms are indicated by **red** LED on battery housing. • Alarm cleared by turning off and on again.
Battery Charge	• Indicator is located on the base of the unit 

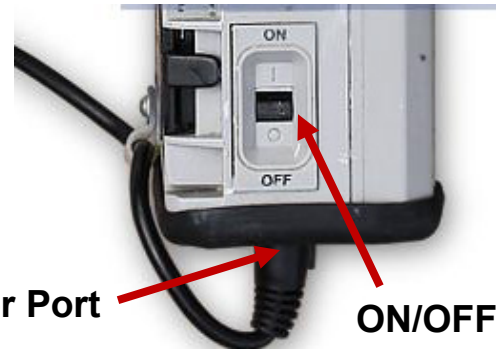
COMING SOON – PLACE HOLDER

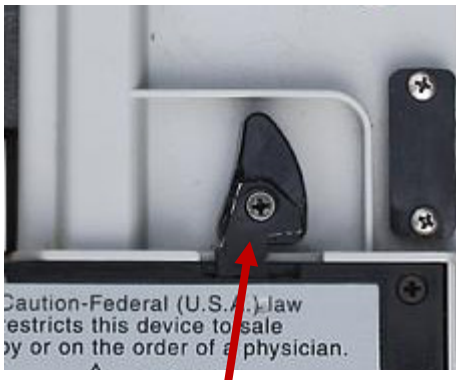
COMING SOON – PLACE HOLDER

Baxter AS50 Pump Syringe

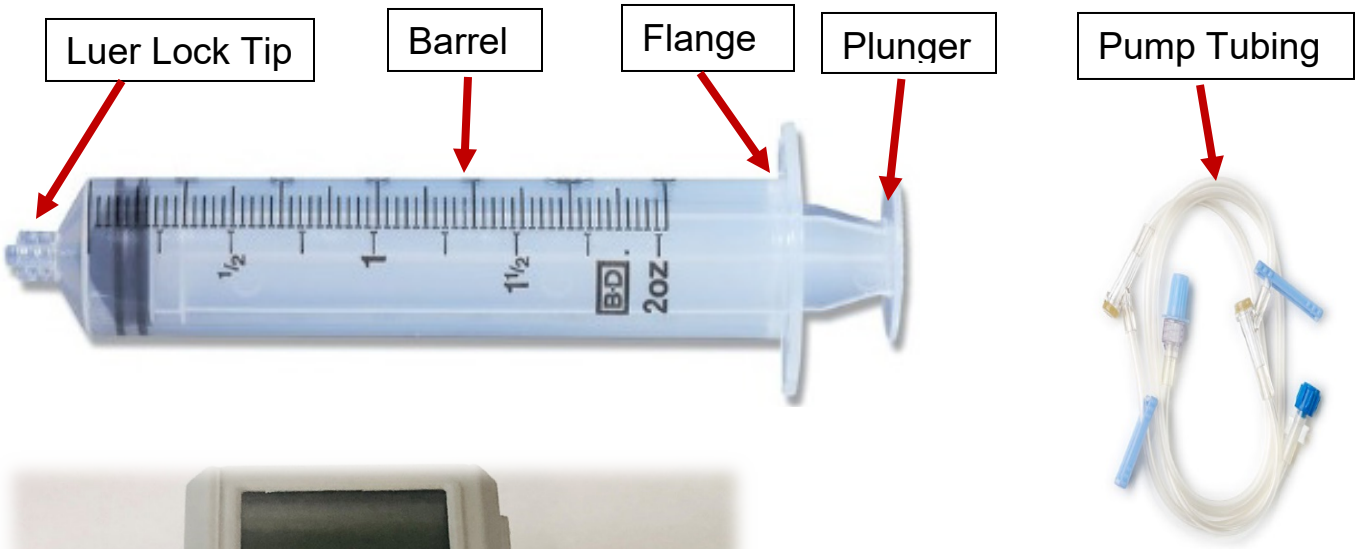








SYRINGE PUMP SET UP





Pull out plunger clamp, place syringe plunger into clamp and press clamp firmly to capture

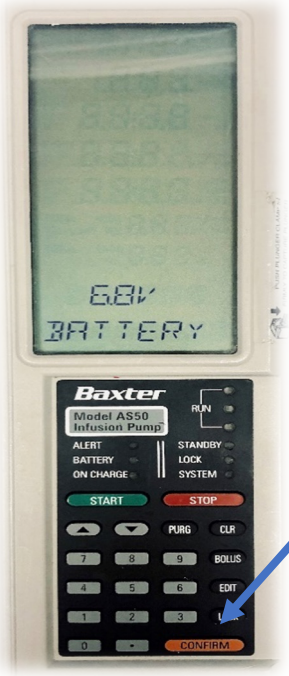
Release Barrel Clamp, place Flange of syringe into flange slot and press barrel clamp firmly against syringe

Secure pump tubing to luer lock on syringe.

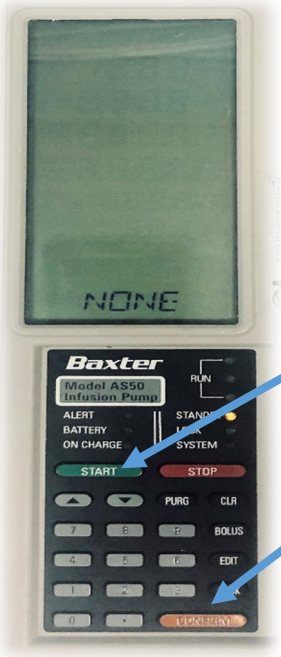
Step	Action
1	Draw up medication/Fluid into syringe. Secure IV tubing to luer lock end of syringe. Prime medication through IV tube. Clamp tubing.
2	Release Barrel Clamp and ensure plunger clamp is at the top of the pump.
3	Place Flange of syringe into Flange slot and press barrel clamp firmly against syringe, then pull plunger clamp,pull plunger clamp out all the way, slide clamp down to the end of plunger then release, then press clamp firmly around plunger so plunger captures.
4	Turn on Pump. Check battery power by pressing and holding confirm button while pump turns on.
5	First menu that will appear will be the Library menu use down arrow on key pad and select None and press confirm button
6	Mode Menu will be your next menu use down arrows to select ML/HR and press Confirm button.
7	MFR with will be the next menu use down arrows to select the brand of syringe you have with will either B-D or Monojet press Confirm button once brand has been selected.
8	Select size will be the next menu use down arrows to select to the syringe size and press Confirm button once size has been selected.
9	Enter Rate will be the next menu. Enter your desired rate by using the number on the key pad and press Confirm button once the rate has been entered.
10	Vol Limit will be the next menu. Enter desired volume limited using the numbers on the key pad, limit will dependant upon the size of syringe you have choosen, and can not exceed the amount of the size of the syringe choosen. Press Confirm button once volume limit as been entered.
11	Once all menu have been completed and confirmed. Assess IV tubing and IV site to make sure all clamps are unclamped and tubing is not kinked, then press Start button. Pump should show running on screen and Green light should show in Run section on pump.

Alarm	Correction
Check Barrel Pump has detected that the barrel clamp is not fully closed on the syringe barrel, or the syringe barrel is not properly seated in the Flange slot.	Make sure the syringe is centered in the barrel clamp, and that the syringe flange is in the flange slot. To ensure that the syringe is properly seated. Press the barrel clamp firmly against the syringe.
Check Flange Pump as detected that the syringe flange is noted seated in the flange slot.	Make sure the syringe is centered in the barrel clamp, and that the syringe flange is in the flange slot. To ensure that the syringe is properly seated. Press the barrel clamp firmly against the syringe.
Check Plunger Pump has detected that the plunger capture mechanism has not captured the syringe plunger.	Grasp the finger frip on the plunger clamp and pull it all the way out. Slide the clamp down until it contacts the syringe plunger. Push in firmly.
Check Syringe At least two of the three syringe mounting points (flange, barrel, plunger) are not correctly positioned.	Check flange, barrel, and plunger, and ensure that they are mounted correctly.
Line Occluded There is an occlusion, line constriction, or other condition that causes excess plunger force.	Check for empty syringe, kinked tubing, clogged IV catheter, and foreign material preventing movement of the pump mechanism. Releieve residual syringe pressue by releasing the plunger clamp. If plunger clamp is not released an unintentional bolus may occur when blockage is cleared.

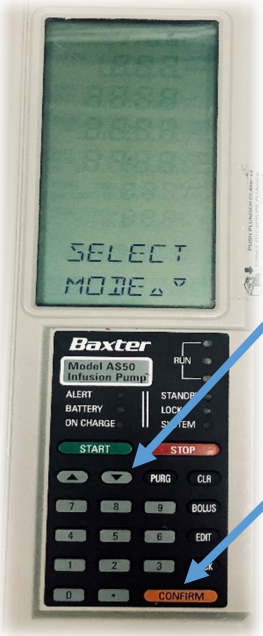
BAXTER AS50 PUMP GUIDELINE



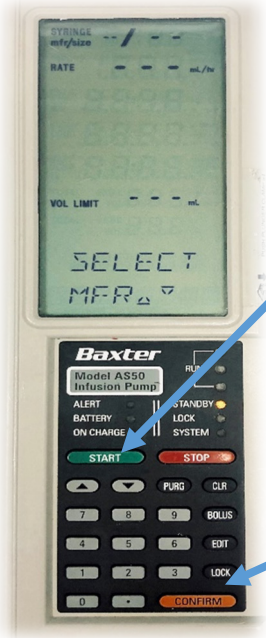
To Check Battery power Press and hold **Confirm Button** while turning on.



When Library appears use **down arrow** to select None and then **Confirm**

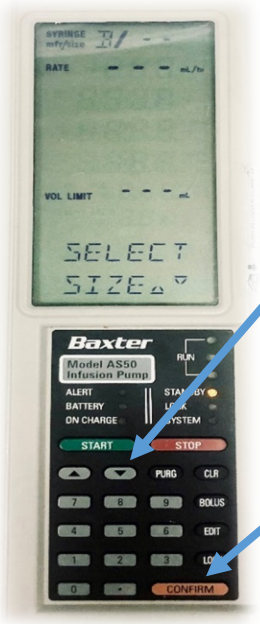


To Select mode, use **down arrow** to ML/HR and then press **Confirm Button**

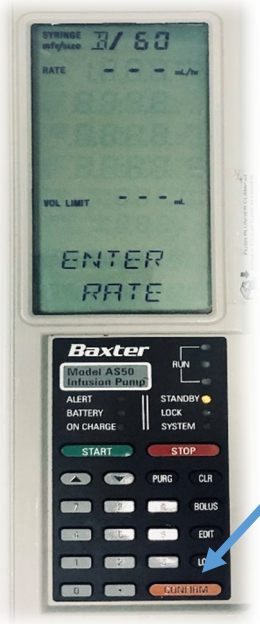


To Select MFR **down arrow** and select your syringe type either B-D or Monojet and then press

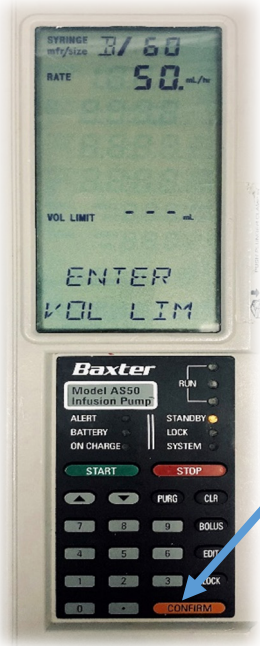
BAXTER AS50 PUMP GUIDELINE



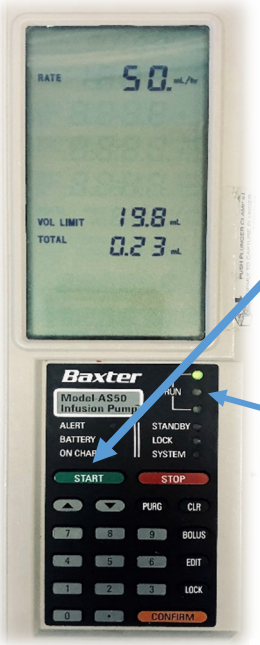
To Select syringe size use **down arrow,** select size of syringe and then press **Confirm**



To Enter Rate, type the desired rate and then press **Confirm Button**



To Enter Volume Limit, type the amount based on syringe size and then press **Confirm Button**



Once all menus have been selected and confirmed Press **Start Button**. Green light should appear in **Run**

COMING SOON – PLACE HOLDER

PELVIC BINDER

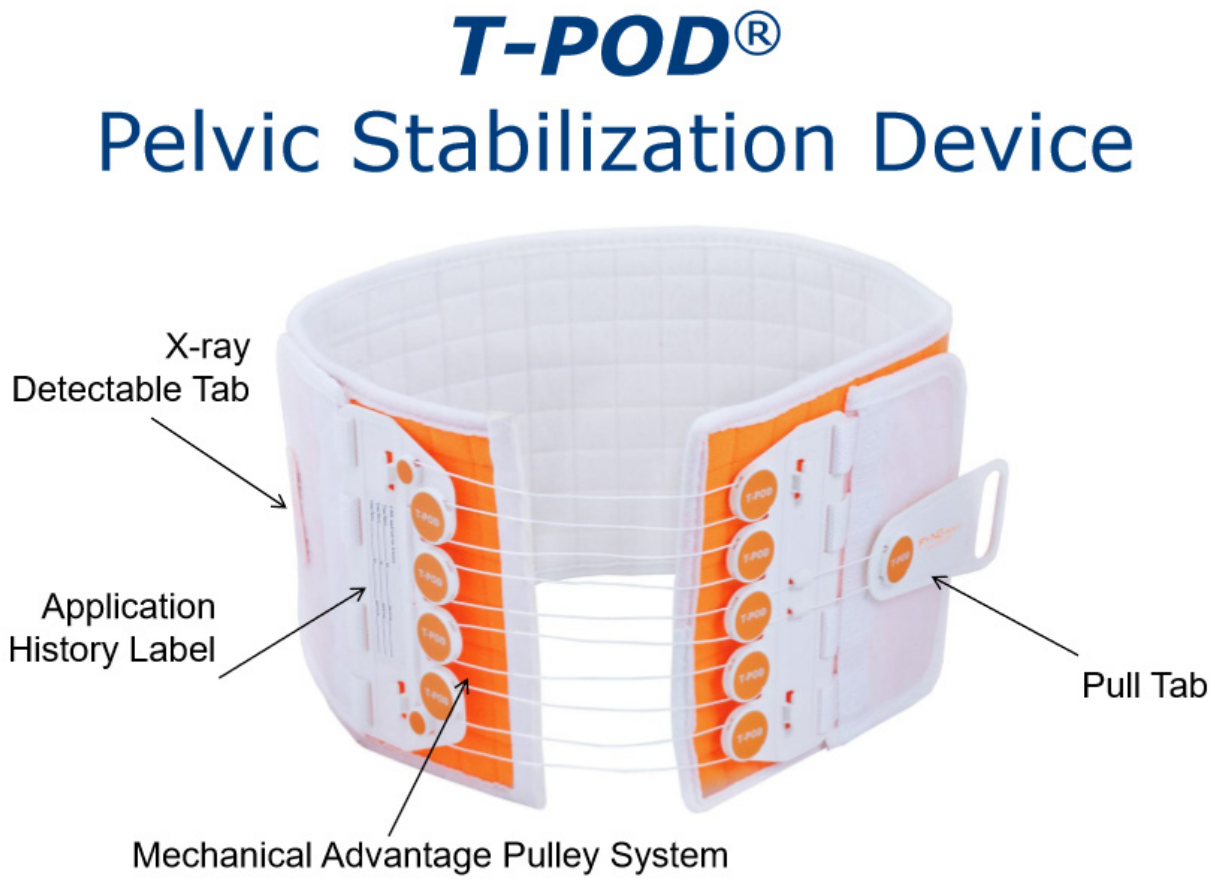
The pelvic binder will be used to provide stabilization, aid in pain management, and attempt to lower the mortality rate when caring for patients that have possible pelvic fractures. Use the pelvic binder as initial treatment of a suspected pelvic fracture to help prevent blood loss and aid in pain control.

Indications:

- Known or suspected pelvic fractures and/or 'Open-Book' type fractures with or w/o hemorrhage.

Contraindications:

- Not to be used if there is an impaled object in the area within confines of binder.



Application Procedure

1. Slide Belt under supine patient and into position under the pelvis.



2. Trim the Belt, leaving a 6-8” gap over the center of the pelvis.



3. Apply Velcro-backed Mechanical Advantage Pulley System to each side of the trimmed Belt.



4. Slowly draw tension on the Pull Tab, creating simultaneous, circumferential compression.



5. Secure the Velcro-backed Pull Tab to the Belt.



6. Record the date and time of application on the space provided.



COMING SOON – PLACE HOLDER

VENTILATOR – DRAGER OXYLOG

The Oxylog 3000 plus is a time-cycled, volume-controlled and pressure-controlled emergency and transport ventilator for patients requiring mandatory or assisted ventilation with a tidal volume from 50 mL and up.

Ventilation functions of the Oxylog 3000 Plus

Ventilation Modes:

- Volume Controlled Ventilation
  - VC-CMV/VC-AC
  - VC-SIMV
- Pressure Controlled Ventilation
  - PC-BIPAP
- Support of spontaneous breathing
  - Spn-CPAP

Additional settings for ventilation:

- Pressure Support in the following ventilation modes
  - VC-SIMV, PC-BIPAP, Spn-CPAP
- NIV in the ventilation in the following ventilation modes
  - PC-BIPAP (PS), VC-CMV, VC-SIMV

Special Procedures:

- Inspiration hold
- O2 inhalation with an inhalation mask

A Emergency air intake

CAUTION: DO NOT BLOCK EMERGENCY AIR INTAKE

B Knob to secure the battery compartment cover

C Connectors for flow measuring lines

D Gas outlet for breathing hose

E Connector for O_2 supply

F Connector for power supply

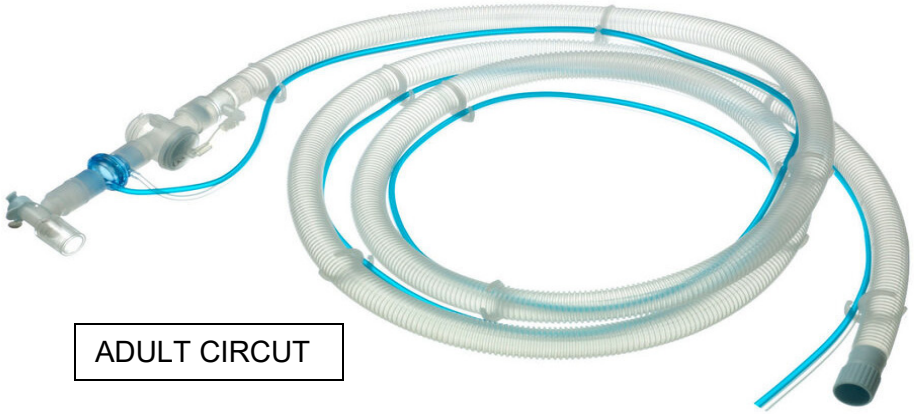
G Connector for CO_2 sensor

H Connector for data communication cable

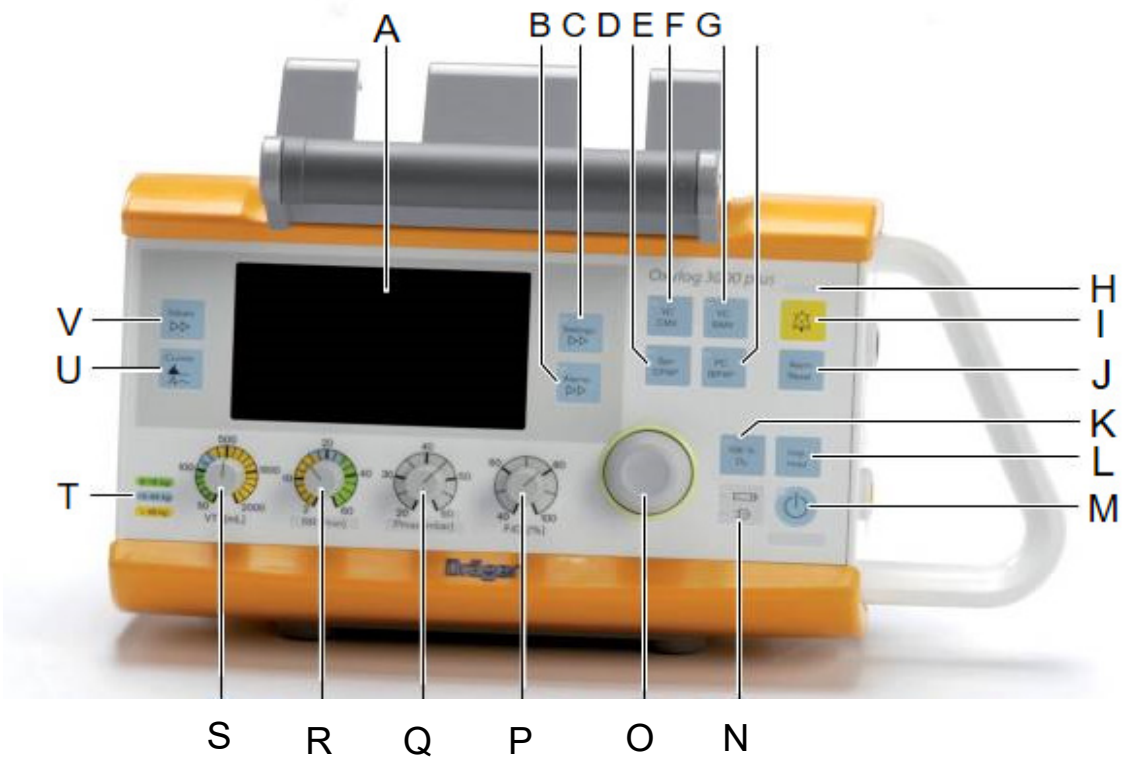




PEDIATRIC CIRCUT



ADULT CIRCUT



A Screen with screen pages for the specific application

B Key Alarms ▷▷ to display the alarm settings in the "Settings and Alarms" window and to change screen pages

C Key Settings ▷▷ to display ventilation parameters (ventilation screen) in the "Settings and Alarms" window and to change screen pages

D Key for setting the ventilation mode SpnCPAP

E Key for setting the ventilation modes VC-CMV / *VC-AC*

F Key for setting the ventilation mode VC-SIMV

G Key for setting the ventilation mode PC-BIPAP

H Red and yellow alarm indicators

I Key for suppressing the acoustic alarm signal for 2 minutes

J Key Alarm Reset for acknowledging alarm messages

K Key O 2 *inhalation for O* 2 inhalation or key *100 % O* 2 for 100 % O 2 application, depending on the option installed at manufacture

L Key Insp. Hold for initiating a manual inspiration or for extending the current inspiratory time.

M Key ⏻ Start/Standby

N Display symbols for the power supply
Charge status of the internal battery
Mains power supply connected

O Rotary knob for making selections, changing and confirming settings

P Control knob for setting the O 2 concentration *FiO2*

Q Control knob for setting the maximum inspiratory pressure Pmax

R Control knob for setting the respiratory rate RR

S Control knob for setting the tidal volume VT

T Explanation of color codes for quick pre-setting of RR and VT

U Key Curves Curves to change between the pressure, flow or CO 2 (optional) curve in small and large presentation

V Key Values ▷▷ to change screen pages in the "Measured Values" window

COMING SOON – PLACE HOLDER

COMING SOON – PLACE HOLDER

OB ABBREVIATION LIST

ACD- advanced cervical dilation
AFI- amniotic fluid index (measure of fluid around fetus)
AMA- advanced maternal age (generally >35 y/o)
AROM- artificial rupture of membranes
ASVD- assisted vaginal delivery- forceps, vacuum, manual rotation
BBOW- bulging bag of water (bulging membranes)
C/S- cesarean section
CEFM- continuous external fetal monitoring
CPD- cephalopelvic disproportion
CTXS- contractions
D&C- dilation and curettage
DIC- disseminated intravascular coagulation
DTR's- deep tendon reflexes
EDC- estimated date of confinement (due date)
FHT- fetal heart tones
FM- fetal movement
G/P- gravida=(pregnancies) / parity=(deliveries >20 weeks GA)
GA- gestational age (weeks/days i.e. 24 2/7= 24 wks. 2 days)
GBS- group Beta streptococcus (vaginal)
GDM- gestational diabetes mellitus
IUFD- intrauterine fetal demise IUGR- intrauterine growth restriction
LGA- large for gestational age
LMP- last menstrual period
LTV- low transverse abdominal approach cesarean section
OLIGO- oligophydramnios (low amniotic fluid)
PIH- pregnancy induced hypertension
POLY- polyhydramnios (>than normal AFI)
PPH- post-partum hemorrhage (EBL >500cc/vaginal del or >1000cc c/s)
PPROM- prolonged premature rupture of membranes
PROM- prolonged rupture of membranes
PTC- preterm contractions (not considered labor)
PTD- preterm delivery
PTL- preterm labor
SAB- spontaneous abortion (miscarriage)
SGA- small for gestational age
SROM- spontaneous rupture of membranes
SSE- sterile speculum exam
SVD- spontaneous vaginal delivery
SVE- sterile vaginal exam
TAB- therapeutic abortion
TOL- trial of labor (attempted VBAC)
VBAC- vaginal birth after cesarean section

OB ABREVIATION LIST

VASOACTIVE MEDICATIONS

DRUG NAME	ONSET	CONC	UNIT OF MEASURE	DRUG CLASS	TITRATE
Amiodarone	Non-specific	450mg/250mg (1mg/ml) D5W only!	150mg IVP over 3 min 300mg IVP in cardiac arrest Infusion 33.3ml/hr over 6 hours	Antiarrhythmic	
Cardizem (Dilitazem)	Minutes	100mg/100ml Can mix in NS or D5W	Continuous infusion- mg/hr Dose: 5-15mg/hr	Ca Channel Blocker	Increase rate 5mg/hr Q 15 min to desired HR
Diprivan (Propofol)	Seconds	1000mg/100mg vial 10mg/ml Pre-mixed	Continuous infusion- Mcg/kg/min Dose range: 5-50 mcg/kg/min	Conscious sedation	Increase 5mcg/kg/min every 5 minutes to desired sedation
Dobutamine	1-10 minutes	500mg/250ml Can mix in NS or D5W	Continuous infusion- mcg/kg/min Dose range: 2-20 mcg/kg/min	Vasopressor	Increase rate 1-4 mcg/kg/hr every 10 minutes to desired BP
Dopamine	5 minutes	400mg/250ml (16mcg/ml) Can mix in NS or D5W	Continuous infusion- mcg/kg/min Dose range: 2-20mcg/kg/min	Vasopressor	Increase rate 1-4mcg/kg/hr every 10 minutes to desired BP
Epinepherine	Minutes	4mg/250ml (16mcg/ml) Can mix in NS or D5W	Continuous infusion mcg/kg/min OR mcg/min Usual range: 1-10 mcg/min OR 0.05-1mcg/kg/min	Vasopressor Cardiac Stimulant	Increase 0.01 mcg/kg/min Q 15 minutes. Titrate to BP effect
Heparin	Seconds	25,000u/250ml Can mix in NS or D5W	Continuous infusion units/hr Dose: weight or PTT based	Anticoagulant	Based on PTT and per protocol
Insulin	30 minutes	100 units/100ml NS ONLY	Continuous infusion units/hr Dose based on blood glucose	Hormone	Based on blood glucose and per protocol
Lovophed (Norepi)	Seconds	4mg/250ml (16mcg/ml) OR 16mg/250ml ((64mcg/ml) Can mix in NS or D5W	Continuous infusion mcg/kg/min OR mcg/min Usual range: 0.5-30 mcg/min OR 0.01-3mcg/kg/min	Vasopressor	Increase rate by 5mcg/min every 3-5 minutes to desired systolic BP (or MAP)
Neosynephrine (Phenylephrine)	Seconds	10mg/250ml (40mcg/ml) Can mix in NS and D5W	Continuous infusion- mcg/min Therapeutic dose: 40-60mcg/min	Vasopressor	Increase rate 5mcg/min every 3-5 minutes to desired systolic BP
Nitroglycerin	Seconds	50mg/250ml (200mcg/ml)	Continuous infusion mcg/min Dose range: 1-200 mcg/min	Vasodilator	Increase by 5mcg/min every 3-5 minutes to 20mcg/min. If no response, may increase by 10-20mcg/min every 3-5 minutes
Nipride (Nitroprusside)	< 2 minutes	50mg/250ml D5W ONLY (200mcg/ml) KEEP PROTECTED FROM LIGHT	Continuous infusion: mcg/kg/min Dose: 0.3-4mcg/kg/min	Vasodilator	Increase 0.5mcg/kg/min increments. Maximum 10mcg/kg/min
Vasopressin	Minutes	20units/100ml Can mix in NS or D5W	Continuous infusion units/min Range: 0.01-0.1units/min Usual dose: 0.04units/min OR 0.2-0.9 units/hr	Vasopressor Cardiac Stimulant for Septic Shock	Increase rate in 0.2-0.5 units/hr every 15 minutes

VASOACTIVE MEDICATIONS

AMIDATE (ETOMIDATE)



CONCENTRATION
40mg/20ml
2mg/ml

ACTIONS:

short acting sedative hypnotic with rapid onset of action and recovery. Minimal cardiac and respiratory depressive effects causes no histamine release and may be useful in patients with compromised cardiopulmonary function.

INDICATIONS:

Short acting intravenous anesthetic agent used for the induction of general anesthesia, procedural sedation and tracheal intubation

CONTRAINDICATIONS:

Hypersensitivity to Etomidate or any component in the formulation.

WARNINGS:

Adrenal steroid production: Etomidate inhibits 11-B hydroxylase, an enzyme important in adrenal steroid production. A single induction dose blocks the normal stress induced increase in adrenal cortisol production for up to 8 hours. ADMINISTRATION BY CONTINUOUS INFUSION IS NOT RECOMMENDED BY THE MANUFACTURER.

Decreases cerebral metabolism and cerebral blood flow while maintaining perfusion pressure. Premedication with opioids or benzodiazepines can decrease myoclonus.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Myoclonus
Endocrine: Adrenal Suppression
GI: Nausea and vomiting
Ophthalmic: Nystagmus

DOSAGE:

Adult dosage: **0.3mg/kg** IVP over 30-60 sec.

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	30-60 seconds	1 min	4-10 min

ANCEF (CEFAZOLIN)



CONCENTRATION
1 gram Vial

ACTIONS:
A beta-lactam antibiotic similar to penicillin's. Broad spectrum antibiotic. Action due to inhibition of bacterial cell wall synthesis. It attains high serum levels and is excreted quickly via the urine.

INDICATIONS:
Antibiotic used to treat a wide variety of bacterial infections. It may be used before and during surgeries to help prevent infection. Used in the pre-hospital setting in sepsis, wounds that penetrate the fascia and for open fractures.

CONTRAINDICATIONS:
Hypersensitivity to cefazolin, other cephalosporin antibiotics, penicillin's, or beta-Lactams, or any component of the formulation.

WARNINGS:
May be associated with increased INR.
Hypersensitivity reactions including anaphylaxis. If allergic reaction occurs, discontinue treatment and institute appropriate supportive measures.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
CNS: Seizure Derm: Rash, pruritus, Stevens-Johnson's Syndrome. GI: N/V/D. Abdominal cramps

DOSAGE:

Adult dosage: **1 GM** IV over 30-60 minutes.

Time/Action Profile:	Onset	Peak	Duration
IV/IO:		Within 5 min	

CARDENE (NICARDIPINE)



CONCENTRATION
25mg/10ml
2.5mg/ml

ACTIONS:

Short acting calcium channel blocker, potent vasodilator that produces more selective responses in the coronary versus the vascular circulation.

INDICATIONS:

Short term treatment of hypertension

CONTRAINDICATIONS:

Patients with advanced aortic stenosis due to afterload reduction. Reduction of diastolic pressure in these patients may worsen rather than improve myocardial oxygen balance.

WARNINGS:

Reflex tachycardia may occur resulting in angina and or MI in patients with obstructive coronary disease. Use in caution.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

CNS: Headache CV: Hypotension, tachycardia, ST segment depression, inverted T wave. GI; N/V, indigestion. Peripheral edema.

DOSAGE:

Adult dosage: **5 mg/hr**.

If desired B/P is not achieved at above dose:

Infusion rate may be increased by **2.5mg every 5-15 minutes to a maximum of 15 mg/hr.**

***Administer as a slow continuous infusion, centrally or via a large peripheral vein.**

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Rapid	10-15 min	30 min (once discontinued)

CARDIZEM (DILTIAZEM)



CONCENTRATION
25mg/5ml
5mg/ml

ACTIONS:
Antianginal, Antiarrhythmic Agent, Antihypertensive, Calcium Channel Blocker.

INDICATIONS:
Control of rapid ventricular rate in atrial fibrillation or atrial flutter or conversion of PSVT.

CONTRAINDICATIONS:
Hypersensitivity to diltiazem or any component of the formulation. Sick Sinus Syndrome (except in patients with a functioning artificial pacemaker). Second or third degree heart block (except in a patient with a functioning artificial pacemaker), severe hypotension or cardiogenic shock.

WARNINGS:
May cause first, second or third degree AV block or sinus bradycardia. Hypotension/syncope.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Conduction abnormalities, hypotension, dizziness. Potential for transient dermatologic reactions.

DOSAGE:

Adult dosage: **0.25 MG/KG IV over 2 minutes** (average adult dose 20 mg). Repeat bolus dose may be administered after 15 minutes if response is inadequate.

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Rapid	3 min	1-3 Hours

DILAUDID (HYDROMORPHONE)



CONCENTRATION
2mg/ml
2mg/1ml

ACTIONS:
Narcotic analgesic, which depresses the central nervous and respiratory system as well as decreases sensitivity to pain. Dilaudid also produces mild to moderate peripheral vasodilation.

INDICATIONS:
Moderate to Severe Pain
Pain associated with isolated extremity fracture, renal colic, burns, etc.

CONTRAINDICATIONS:
Hypotension/volume depletion,Respiratory depression, Gastrointestinal obstruction

WARNINGS:
Use in caution in patients with acute MI

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
CNS Depression, Hypotension, Decreased gastric motility.

DOSAGE:

Adult dosage: **0.5 mg- 1 mg IV** (May repeat dose in 0.5 mg increments up to 2 mg max)

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Rapid	3 min	1-3 Hours

ENALAPRILAT (VASOTEC)



CONCENTRATION
1.25mg/ml
1.25mg/1ml

ACTIONS:
Used alone or in combination with other medications to treat hypertension. It is also used in combination with other medications to treat heart failure. Enalaprilat is in a class of medications called angiotensin-converting enzyme (ACE) inhibitors.

INDICATIONS:
Hypertension, Heart Failure, Asymptomatic LV dysfunction

CONTRAINDICATIONS:
Hypersensitivity to enalapril or any component of the formulation. Angioedema related to previous ACE inhibition treatment/idiopathic/hereditary angioedema
DO NOT USE IN PATIENTS WITH ACUTE MYOCARDIAL INFARCTION

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Angioedema, Dry Cough, Hematologic effects including anemia/thrombocytopenia

DOSAGE:

Adult dosage: **1.25 mg/dose given over 5 minutes.** May repeat dose after 30 minutes if effect inadequate.

****In profound hypertension: 5 mg/dose is accepted x 1**

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	15min	1-4hr	4-6hr

COMING SOON – PLACE HOLDER

EPINEPHRINE INFUSION

19-7

Dr. Sandra Schwemmer, D.O.

ESMOLOL (BREVIBLOC)



CONCENTRATION
100mg/10ml
10mg/ml

ACTIONS:

Decreases the force and rate of heart contractions by blocking beta-adrenergic receptors of the sympathetic nervous system, which are found in the heart and other organs of the body. Esmolol prevents the action of two naturally occurring substances: epinephrine and norepinephrine.

INDICATIONS:

For treatment of hypertensive emergencies, SVT, atrial fibrillation/flutter or non-compensatory sinus tachycardia. Useful in acute coronary syndromes when relative contraindications to beta blockade exist

CONTRAINDICATIONS:

Severe sinus bradycardia, Heart block greater than first degree (except in patients with functioning artificial pacemaker), Allergy to beta blockers, Pulmonary Hypertension

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Anaphylactic reactions (repeated exposure to beta blockade), Extravasation- Vesicant Hyperkalemia (associated with elevations in serum potassium), Hypotension

DOSAGE:

Adult dosage:

Immediate control: **BOLUS: 1000 mcg/kg over 30 seconds** followed by a **150 mcg/kg/min infusion.**

Gradual control: **BOLUS: 500 mcg/kg over 1 minute** followed by a **50 mcg/kg/min infusion.**

**Adjust infusion rate as needed to maintain desired blood pressure (max 300 mcg/kg/min)

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	5-10min	30min	2-6hr

COMING SOON – PLACE HOLDER

HYDRALAZINE

19-9

Dr. Sandra Schwemmer, D.O.

LABETALOL (TRANDATE)



ACTIONS:
Beta-blocker that affects the heart and circulation and is used to treat hypertension.

INDICATIONS:
Hypertension (acute/chronic), Arterial hypertension in acute ischemic stroke/intracranial hemorrhage, Hypertensive emergency in pregnancy

CONTRAINDICATIONS:
Severe bradycardia, Heart block > first degree (except in patients with functioning artificial pacemaker), Cardiogenic shock, Obstructive Airway Disease

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Hypotension/syncope, Anaphylactic reactions (increased sensitivity with repeated exposure to beta blockers)

CONCENTRATION
100mg/20ml
5mg/ml

DOSAGE:

Adult dosage:

Acute Hypertensive Emergency:

10-20 mg IV push over 2 minutes. May administer additional injections using double the dose (maximum dose: 80 mg/dose) at 10-minute intervals until target SBP is reached. Total maximum dose 300 mg.

Hypertensive Emergency In Pregnancy: (SBP >160 or DBP > 110)

20 mg IV. If BP continues to exceed thresholds, may increase dose every 10 minutes in increments of 20- 40 mg to a maximum single dose of 80 mg.

Pediatric: **0.2 to 1 mg/kg/dose.** Maximum dose 40 mg. Should be reserved for severe hypertension.

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	2.5min	15min	3-6hrs

LEVOPHED (NOREPINEPHRINE)



CONCENTRATION
4mg/4ml
1mg/ml

ACTIONS:

Functions as a peripheral vasoconstrictor (alpha-adrenergic action) and as an inotropic stimulator of the heart and dilator of coronary arteries (beta-adrenergic action).

INDICATIONS:

For blood pressure control in certain acute hypotensive states (e.g., myocardial infarction, septicemia, blood transfusion, and drug reactions). Used as an adjunct in the treatment of cardiac arrest and profound hypotension.

CONTRAINDICATIONS:

Should not be given to patients who are hypotensive from blood volume deficits except as an emergency measure to maintain coronary and cerebral artery perfusion until blood volume replacement therapy can be completed. If Levophed is continuously administered to maintain blood pressure in the absence of blood volume replacement, the following may occur severe peripheral and visceral vasoconstriction, decreased renal perfusion and urine output, poor systemic blood flow despite "normal" blood pressure, tissue hypoxia, and lactate acidosis.

WARNINGS:

Use with extreme caution in patients receiving monoamine oxidase inhibitors (MAOI) or antidepressants of the triptyline or imipramine types, because severe, prolonged hypertension may result.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Extravasation: Vesicant. Must ensure proper IV catheter placement prior to and during infusion. Use in patients with profound hypoxia or hypercarbia may produce ventricular tachycardia or fibrillation. Use in extreme caution.

DOSAGE:

Adult dosage: **4-12 mcg/minute.** Titrate to desired response. Usual maintenance range: 2-4 mcg/minute.

ACLS (ROSC): **7-35 mcg/minute**

Sepsis/Septic Shock: **4-30 mcg/min**

Pediatric: **0.05-0.1 mcg/kg/min.** Titrate to desired response. Usual maintenance range: 0.1-2 mcg/kg/min

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Rapid		1-2 min

LEVOPHED (NOREPINEPHRINE)

LOPRESSOR (METOPROLOL TARTRATE)



ACTIONS:
Selective beta1-adrenoreceptor blocking agent used for the treatment of hemodynamically stable patients with definite or suspected acute myocardial infarction to reduce cardiovascular mortality.

INDICATIONS:
Angina, Hypertension, Improved survival post Myocardial Infarction

CONTRAINDICATIONS:
Sinus Bradycardia/Significant first degree heart block/SBP <100, Cardiogenic Shock, Severe peripheral arterial circulatory disorders

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
AV Block, Bradycardia/Hypotension, CNS depression

CONCENTRATION
5mg/5ml
1mg/ml

DOSAGE:

Adult dosage:

STEMI /ACS / HTN: **5 mg IV.** May repeat dose every 5 minutes for u to 3 doses as needed based on heart rate and blood pressure. Maximum dose 15 mg.

Acute Ventricular Rate Control: **2.5 to 5 mg over 2 minutes**. May repeat dose every 5 minutes as needed to a maximum dose of 15 mg

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Immediate	20 min	5-8 hrs

LOPRESSOR (METOPROLOL TARTRATE)

19-12

NITROGLYCERIN DRIP



ACTIONS:
Belongs to the group of medicines called nitrates. It works by relaxing the blood vessels and increasing the supply of blood and oxygen to the heart while reducing its work load.

INDICATIONS:
Hypertension, Angina, Congestive Heart Failure

CONTRAINDICATIONS:
Concurrent use with PDE-5 inhibitors (Sildenafil, Viagra, Tadalafil or Vardenafil), Do not use with solutions containing dextrose, Increased Intracranial Pressure, Hypovolemia, Restricted Cardiomyopathy

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Headache, Hypotension, Bradycardia, Increased ICP

CONCENTRATION
50mg/250ml
200mcg/ml

DOSAGE:

Adult dosage:

ANGINA/CAD: **5 mcg/min, increase by 5 mcg/min every 3-5 minutes to 20 mcg/min**. If no response at 20 mcg/min, may increase by 10-20 mcg/min every 3-5 minutes to a maximum dose of 400 mcg/min.

Time/Action Profile: Onset Peak Duration
IV/IO:

PAVULON (PANCURONIUM)



CONCENTRATION
10mg/10ml
1mg/ml

ACTIONS:
Non depolarizing neuromuscular blocking agent that causes neuromuscular blockade for endotracheal intubation/mechanical ventilation.

INDICATIONS:
Provides skeletal muscle relaxation for endotracheal intubation and mechanical intubation

CONTRAINDICATIONS:
Sensitivity to pancuronium bromide or any component of the formulation

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Anaphylaxis

DISEASE SPECIFIC CONCERNS:
BURNS: Resistance may occur in burn patients

Conditions that ANTAGONIZE Neuromuscular Blockade: Respiratory Alkalosis, Hypercalcemia, peripheral neuropathies, denervation and muscle trauma

Conditions that POTENTIATE Neuromuscular Blockade: Severe Hypokalemia, hypocalcemia. Hypermagnesemia. Metabolic Acidosis, Respiratory Acidosis.

DOSAGE:

Adult dosage: **0.05 mg/kg** after dose of Succinylcholine for intubation

Time/Action Profile:	Onset	Peak	Duration
IV/IO:		2-3 min	60-100 min

COMING SOON – PLACE HOLDER

ROCEPHIN

19-15

Dr. Sandra Schwemmer, D.O.

ROCURONIUM (ZEMURON)



CONCENTRATION
100mg/10ml
10mg/ml

ACTIONS:

Aminosteroid non-depolarizing neuromuscular blocker or muscle relaxant used to facilitate tracheal intubation by providing skeletal muscle relaxation, most commonly required for surgery or mechanical ventilation.

INDICATIONS:

Provides skeletal muscle relaxation for endotracheal intubation and mechanical intubation

CONTRAINDICATIONS:

Hypersensitivity to rocuronium, other neuromuscular blocking agents or any component of the formulation

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Anaphylaxis

DISEASE SPECIFIC CONCERNS:
BURNS: Resistance may occur in burn patients

Conditions that ANTAGONIZE Neuromuscular Blockade: Respiratory Alkalosis, Hypercalcemia, peripheral neuropathies, denervation and muscle trauma

Conditions that POTENTIATE Neuromuscular Blockade: Severe Hypokalemia, hypocalcemia. Hypermagnesemia. Metabolic Acidosis, Respiratory Acidosis.

DOSAGE:

Adult RSI dosage: **0.6 mg/kg** IV

Pediatric: **0.6 mg/kg IV**

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	60-70 Sec	30sec - 13 min	15-85 min

ROMAZICON (FLUMAZENIL)



CONCENTRATION
0.5mg/5ml
0.1mg/ml

ACTIONS:
Used as an antidote in the treatment of benzodiazepine overdoses. It reverses the effects of benzodiazepines by competitive inhibition at the $GABA_A$ binding site of benzodiazepine receptors, which are present through about 70% of the body. There are many complications that must be taken into consideration when used. These include lowered seizure threshold, agitation, and anxiousness. Flumazenil's short half-life requires multiple doses. Because of the potential risks of withdrawal symptoms and the drug's short half-life, patients must be carefully monitored to prevent recurrence of overdose symptoms or adverse side effects.

INDICATIONS:
Benzodiazepine reversal

CONTRAINDICATIONS:
Hypersensitivity to flumazenil, benzodiazepines.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Amnesia, CNS depression, Respiratory depression, Seizures

DOSAGE:

Adult dosage:

Initial: **0.2 mg slow IVP over 15 seconds.**

After 30 sec: **0.3mg Slow IVP**

After 1 min: **0.5 Slow IVP**

May repeat q 20min to a total of **3mg**

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	1-2 min	6-10 min	

SUCCINYLCHOLINE (ANECTINE)



CONCENTRATION
200mg/10ml
20mg/ml

ACTIONS:
Short term neuromuscular blockade

INDICATIONS:
Facilitation of endotracheal intubation/mechanical ventilation

CONTRAINDICATIONS:
Hypersensitivity to succinylcholine or any component of the formulation. Personal or family history of Malignant Hyperthermia, Skeletal muscle myopathies, Injury following major burns.

WARNINGS:
May be associated with acute onset of malignant hyperthermia.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Hyperkalemia, Anaphylaxis, Bradycardia, increased intraocular pressure, transient increase in intracranial pressure, may increase intragastric pressure, resulting in regurgitation and possible aspiration

DOSAGE:

Adult dosage:

RSI: **1.5 MG/KG IV** (duration of action 3-5 minutes)
Re-dose: 1- 1.5mg/kg at appropriate intervals as needed for effect

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	Rapid		3-5 min

TRANEXAMIC ACID (TXA) (CYKLOKAPRON)



CONCENTRATION
1000mg/10ml
100mg/ml

ACTIONS:

Antifibrinolytic hemostatic that competitively inhibits the activation of plasminogen to plasmin, an enzyme that degrades fibrin clots, fibrinogen, and other plasma proteins.

INDICATIONS:

Blunt or penetrating trauma, signs and symptoms of hemorrhagic shock (SBP <90 mmHg and HR > 110, major blunt or penetrating torso or pelvic fracture, one or more major amputations, and/or evidence of severe bleeding), external manual efforts to control the hemorrhage have been instituted, < 3 hours since incident.

CONTRAINDICATIONS:

More than 3 hours post incident.

WARNINGS:

Patients taking estrogens, progestins, or oral tretinoin(a chemotherapy agent used to treat leukemia) may have enhanced thrombogenic effects from TXA. Dose reductions are necessary in patients with severe renal impairment. If TXA has been administered, ensure that the receiving facility is aware that the patient has received TXA prior to arrival.

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:

Headaches, back aches, nasal sinus problems, abdominal pain, diarrhea, pulmonary embolism, deep vein thrombosis, anaphylaxis, visual disturbances.

DOSAGE:

Adult dosage: **1 gram mixed in 100ml NS administered over 10 mins**.
If TXA has been administered by the sending facility, continue or initiate an additional 1 gram of TXA at a rate to complete the 2nd dose over 8 hours.

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	1-2 minutes	3-5 minutes	

TRANEXAMIC ACID (TXA) (CYKLOKAPRON)

TERBUTALINE



CONCENTRATION
1mg/1ml
1mg/ml

ACTIONS:
Terbutaline is a Beta 2 agonist used in the event of preterm labor to help **relax uterine muscles and stop contractions**.

INDICATIONS:
Short term treatment of preterm labor

CONTRAINDICATIONS:
Hypersensitivity to Terbutaline, sympathomimetic amines or any component of the formulation.

WARNINGS:
Preterm labor: Terbutaline is not FDA approved for prolonged tocolysis (> 48-72 hours)

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Tachycardia, Transient Hyperglycemia, Myocardial ischemia, Pulmonary edema

DOSAGE:

Adult dosage:

0.25 MG SQ every 20 minutes to 3 hours for a max dose of 1 mg.
Hold for pulse > 120.

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	6-15min	30-60min	90 min-4 hrs.

VECURONIUM



CONCENTRATION
10mg
1mg/ml (Reconstituted to 10 ml)

ACTIONS:
Non-depolarizing Neuromuscular blocking agent used to relax muscles and facilitate endotracheal intubation/mechanical ventilation.

INDICATIONS:
Provides skeletal muscle relaxation for endotracheal intubation and mechanical intubation.

CONTRAINDICATIONS:
Hypersensitivity to Vecuronium or any component of the formulation

POSSIBLE ADVERSE REACTIONS AND SIDE EFFECTS:
Anaphylaxis

DISEASE SPECIFIC CONCERNS:

BURNS: Resistance may occur in burn patients

Conditions that ANTAGONIZE Neuromuscular Blockade:

Respiratory Alkalosis, Hypercalcemia, peripheral neuropathies, denervation and muscle trauma

Conditions that POTENTIATE Neuromuscular Blockade:

Severe Hypokalemia, hypocalcemia. Hypermagnesemia. Metabolic Acidosis, Respiratory Acidosis

DOSAGE:

Adult RSI dosage: **0.08-0.1 mg/kg IV**

Time/Action Profile:	Onset	Peak	Duration
IV/IO:	1.5-2 min	3-5 min	25-40 min

Class A
EMERGENCY MEDICAL SERVICES

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Monroe County Code allows for the issuance of Certificates of Public Convenience and Necessity for Emergency Medical Services by the Board of County Commissioners of Monroe County; and,
WHEREAS, the MONROE COUNTY FIRE RESCUE *provides quality emergency medical services to the citizens of Monroe County; and,*
WHEREAS, there has been demonstrated that there is a need for the above named service to operate in this County to provide essential emergency medical services to the citizens of this County; and,
WHEREAS, the above named service has indicated that it will comply with all the requirements of the Monroe County Code and Chapter 401 Florida Statutes, the Board of County Commissioners of Monroe County hereby issues a Certificate of Public Convenience and Necessity to this service for the period beginning April 1, 2024 *and ending* March 31, 2026 .
In issuing this certificate it is understood that the above named service will meet the requirements of a

☐ *BLS or* ☒ *ALS,* ☒ *Transport or* ☐ *Non-transport service, and provide service on a twenty-four hour basis for the following area(s):*

Generally from the west end of Cow Key Channel, to the west end of Seven Mile Bridge; from the west end of the Tom's Harbor Bridge (approximately MM60) to the west end of Channel 2 Bridge and the City of Layton; and from the west end of Tavernier Creek Bridge to South Bay Harbor Drive & Lobster Lane, or as otherwise directed by Monroe County Central Dispatch.

CERTIFICATE # 24-02

DATE OF ISSUANCE

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

CLERK

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C9
2023-2069

BULK ITEM: Yes

DEPARTMENT: Employee Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Megan Fiore-Abreu

AGENDA ITEM WORDING: Approval of a resolution to amend the Personnel Policies and Procedures Manual, revising and updating Section 1.07 Restrictions of Employment of Relatives, Section 2.15 (F) Equal Opportunity Policy, Section 2.16 (B) Employee Recognition, Section 9.03 (T) Standards of Employment, and Section 13.03 Procedures.

ITEM BACKGROUND:
Approval of the following changes to the Personnel Policies and Procedures Manual. The Personnel Policies and Procedures Committee met on January 24, 2024 and voted to recommend the following changes to the Board of County Commissioners: Section 1.07 Restrictions of Employment of Relatives: Update the referenced Florida Statute to reflect the current one. Section 2.15 Equal Opportunity Policy: Adding an email contact for individuals to report complaint or violations of the equal opportunity policy. Section 2.16 Employee Recognition Years of Service: Adding additional direction for employee whose years of service exceeds thirty years. Section 9.03 (F) Smoking: Update the referenced Florida Statute to reflect the current one and to include smokeless tobacco. Section 13.03 Procedures: Revise the procedures of the employee performance evaluation system to reflect the employee performance appraisal handbook.

PREVIOUS RELEVANT BOCC ACTION:
December 13, 2023: Board adopted Resolution 573-2023 to amend the Personnel Policies and Procedures Manual including: Section 1.10 Safety in Private Spaces Act. June 21,2023: Board adopted Resolution 193-2023 to amend the Personnel Policies and Procedures Manual including: Section 2.16 (B), Years of Service program, section 4.10 Temporary Higher Classification, and Section 5.02 (A)(4) Calculation of Overtime.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Personnel Policies and Procedures Manual 2.21.24.pdf
Resolution____-2024_Personnel_Policies_and_Procedures_February.pdf

FINANCIAL IMPACT:
N/A

Monroe County

Personnel Policies & Procedures Manual

February 21, 2024

PERSONNEL POLICIES & PROCEDURES MANUAL

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PREAMBLE

ADMINISTRATION CODE OF ETHICS

An employee in the public service must always demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all public activities in order to inspire public confidence and trust in public institutions.

Perceptions of others are critical to the reputation of an individual or a public agency. Nothing is more important to public administrators than the public's opinion about their honesty, truthfulness, and personal integrity.

It overshadows competence as the premier value sought by citizens in their public officials and employees.

Any individual or collective compromise with respect to these character traits can damage the ability of an agency to perform its tasks or accomplish its mission. The reputation of the administrator may be tarnished. Effectiveness may be impaired. A career or careers may be destroyed.

The best insurance against loss of public confidence is adherence to the highest standards of integrity, honesty, truthfulness, and fortitude.

Public administrators are obliged to develop civic virtues because of the public responsibilities they have sought and obtained. Respect for the truth, for fairly dealing with others, for sensitivity to rights and responsibilities of citizens and for the public good must be generated and carefully nurtured and matured.

If one is responsible for the performance of others, the reasons for the importance of integrity must be shared with them. They must be held to high ethical standards and taught the moral as well as the financial responsibility for the public funds under their care.

If one is responsible only for his or her performance, then he or she must not compromise honesty and integrity for advancement, honors, or personal gain.

We must strive to be discreet, respectful of proper authority and our appointed or elected superiors, and sensitive to the expectations and the values of the public we serve. We must practice the Golden Rule: doing to and for others what we would have done to and for us in similar circumstances.

One should be modest about his or her talents, letting the work speak for itself and be generous in their praises of the good work of our peers and associates. We must be ever mindful to guard the Public Purse as if it were our own.

No matter whether an official or an employee, by our own example, we should give testimony to our regard for the rights of others, acknowledging their legitimate responsibilities and not trespassing upon them. We must concede gracefully, quickly, and publicly when we have erred and be fair and sensitive to those who have not fared well in their dealings with our agencies and their applications of the law, regulations, or administrative procedures.

The only gains one should seek from public employment are salaries, fringe benefits, respect, and recognition for work. One's personal gains may also include the infinite pleasure of doing a good job, helping the public, and achieving career goals.

No elected or appointed public servant should borrow or accept gifts from the staff or any corporation which

buys services from, or sells to, or is regulated by his or her governmental agency. If one's work brings him or her in frequent contact with firms supplying the government, he or she must be sure to pay his or her own expenses.

Public property, funds and power should never be directed toward personal or political gain. We must make it clear by our own actions that we will not tolerate any use of public funds to benefit one's self, family or friends, and finally, we must serve the public with respect, concern, courtesy and responsiveness, recognizing that service to the public is beyond service to oneself.

END

INTRODUCTION

INTENT

It shall be the intent of the Board of County Commissioners and other grants, agencies or elected officials who so request to adopt these policies and procedures that:

A. The employees of Monroe County are productive persons who perform useful County functions.

B. There shall be no employees on the County payroll for whom there is no employment need.

C. All officials and employees shall comply with and assist in carrying out the personnel program.

D. All appointments to the County Service are to be made in accordance with the rules, regulations and procedures established and adopted by the Board of County Commissioners.

E. These Policies and Procedures generally cover the information concerning the policies, regulations, and benefits for the employees of Monroe County. These Policies and Procedures and the representations made in them do not constitute any form of employment contract or guarantee. If an employee seeks information which is not covered in these Policies and Procedures, or if an employee wishes clarification of any policy or procedure, he or she should check with his or her Supervisor and/or Department Head.

The County, of course, may change its Policies and Procedures with regard to matters covered herein and such changes may not be reflected in these Policies and Procedures at the time the employee reads them. Existing policy as determined from time to time by the County Administrator or the Board of County Commissioners shall supersede any written information previously distributed to employees.

F. In accordance with Ordinance #038-1988, the Board of County Commissioners established a Personnel Policies and Procedures Review Board whereby any employee may submit proposed changes to the Monroe County Personnel Policies and Procedures to the Human Resources office at any time. Proposed changes will be discussed by the Review Board and recommendations will be made to the County Administrator who will review said recommendations for his approval. If there are any recommendations that do not meet with the approval of the Administrator, those changes will again be reconsidered by the Review Board. If approved, said changes will be presented to the Board of Commissioners for a final decision. If there is one or more proposed changes on which the Review Board and the Administrator cannot agree, the final decision will be made by the Board of Commissioners. These changes will be adopted by resolution. Forms for proposed changes may be obtained in the Human Resources office.

SCOPE

For the purpose of expediency, these policies may refer to either the male or female gender, or both with no intent to discriminate. All policies apply to both genders.

The personnel policies, regulations and procedures as adopted shall apply to all personnel in the County Service falling under the jurisdiction of the Board of County Commissioners and any other agency grant, board or department which so requests. All County officials and employees, including but not limited to elected officials, contracted employees, and advisory board members, shall comply with the standards of conduct set forth herein.

Any action which these procedures authorize to be taken at a particular level of authorization may be initiated or taken by anyone in a position of higher authority, within the chain of command.

THE COUNTY SERVICE

The County Service shall consist of all existing positions and any positions hereinafter created in the County with the following exemptions:

A. The Board of County Commissioners and any positions which are exempt under Chapter 69-1321, Section 3, Laws of Florida.

B. Other elected officials.

C. Members of Boards, Committees and Commissions, unless they are also County employees.

D. Persons employed in a professional capacity on a contractual, fee or retainer basis or hired to perform specific services, as defined herein, including but not limited to investigations or inquiries on behalf of the County Commissioners, or a committee thereof, or other elected officials.

E. Volunteers.

HUMAN RESOURCES

It is the responsibility of the County Administrator to render service to the County government in the fields of personnel management and employee relations, and to ensure uniform, fair and efficient personnel administration. In this regard, the County Administrator shall establish and oversee the administration of a Human Resources office, through the Department of Employee Services. In addition to the duties imposed by personnel policies and regulations, it is the responsibility of the County Administrator, through the Human Resources office, to:

A. Apply and carry out personnel policies and regulations as adopted by the Board of County Commissioners.

B. Foster and develop programs for the improvement of employee effectiveness and morale.

C. Conduct evaluations and studies to determine the effectiveness of the personnel program, and periodically submit a report of findings and recommendations to the Board of County Commissioners.

D. Ensure that all personnel have been employed in accordance with the provisions of personnel policies and procedures.

E. Maintain a classification plan for all employees in the County Service. F. Maintain a pay plan for all employees in the County Service.

G. Develop and administer tests and examinations as deemed necessary to determine the fitness and abilities of applicants for jobs in the County Service, and promotional opportunities.

H. Prepare, or have prepared, and submit to the Board of County Commissioners, corrected, revised or additional personnel policies and procedures for their approval.

I. Perform any other lawful acts considered necessary to carry out the purpose and provisions of the personnel policies and procedures.

J. Perform interviewing, background investigations and otherwise pre-qualifying candidates for County employment.

K. Prepare any County Affirmative Action Plan.

L. Recruit qualified applicants to fill departmental vacancies.

M. Perform induction of all newly hired personnel including completion of required personnel and payroll forms, arranging physical examinations, and providing employee orientation.

N. Provide staff support to the Board of County Commissioners in regard to personnel matters.

O. Administer B.O.C.C. adopted drug and alcohol programs.

RECORDS OF HUMAN RESOURCES

The efficient administration of the County's Human Resources office depends on accurate information about the County and each of its employees. In order to keep personnel records up to date, employees must notify their Supervisor and the Human Resources office immediately of any change of name, address, telephone number, whom to contact in case of emergency, insurance beneficiaries, dependents eligible for family coverage of insurance, information for income tax withholding, driving status and other similar information.

The County respects the privacy of its employees' rights and, in this regard, will keep all information in its personnel files confidential -- to the extent permitted under Florida law.

All requests from sources outside the County for personnel information concerning applicants for employment, current employees, and former employees shall be directed to the Human Resources Office. The Human Resources office will release information to outsiders in accordance with the standards as set forth in Administrative Instruction 4903.

RISK MANAGEMENT - SAFETY/LOSS CONTROL

A. RISK MANAGEMENT

It is the responsibility of the County Administrator to protect the County from financial loss due to public liability exposures and/or property damage. This may be accomplished by either the utilization of fully insured or self-insured programs or policy contracts, as approved by the Board of County Commissioners. The Risk Management office will maintain all insurance policies, property schedules, etc., and will properly distribute all insurance premiums to the budgetary units.

The County Administrator will institute recognized risk management techniques, with the cooperation of all Department Heads, the County Attorney's office, and Constitutional Officers (where applicable), to further identify potential exposures, recommending to the County Commission the best course of action to properly protect the interests of Monroe County.

INSURANCE

A. EMPLOYEE BENEFITS (Group Insurance and Workers Compensation)

The County Administrator will oversee all employee benefit programs, including, but not limited to Life Insurance and Health Insurance for Board employees, as well as Constitutional Officer employees (if participated in by those entities). All enrollment records, claim files and the proper distribution of expenses will be assigned to Employee Benefits, with final approval of program types and levels of benefits

remaining with the Board of County Commissioners.

B. SELF-FUNDED PROGRAMS

Where the Board of County Commissioners has determined that the use of a self-funded program is in its best interest, it will be the County Administrator's responsibility to oversee the Administration of said programs. Any proposed change to the self-funded health insurance program that would constitute a material reduction in benefits or change in cost to current employees and retirees that will be presented to the Board of County Commissioners will be preceded by a two-week written notice to the affected employees and retirees.

C. MONROE COUNTY EMPLOYEE SAFETY COMMITTEE

In accordance with the Monroe County Safety Policies and Procedures, and County Administrator Instructions, the Monroe County Employee Safety Committee functions to prevent accidents through review of accident/incidents reported to the Human Resource Office and recommends safety-related policies and procedures to the County Safety Office.

D. ADMINISTRATIVE INSTRUCTION SYSTEM

The County Administrator will establish a standardized administrative instruction system for initiating, preparing, controlling, monitoring, and promulgating all Monroe County Administrative Policies and Procedures by way of rules and guidelines, which clarify those adopted Monroe County Administrative Policies and Procedures. These Administrative Instructions shall only be further detailing, by instructions or rules, of those Policies and Procedures provided in this manual, where, for ministerial purposes, policy clarifications are particularly applicable. Where conflict may occur, the Board of County Commissioners reserves the authority of final determination as to ministerial function. This system will be structured according to Monroe County Administration Instruction 1000, issued February 2, 1989, but may be deleted, changed, revised, or altered at any time by the County Administrator. Reference to these Administrative Instructions will be made throughout these policies.

All employees will be responsible for being familiar with and complying with these instructions. Department Heads will be responsible for appropriate dissemination of these instructions.

All references to Administrative Instruction should be construed to mean most current revision. Suffix numbers change with revisions.

1.01 CAREER SERVICE

A. DEFINITION

In accordance with Chapter 69-1321 Laws of Florida, as amended, employees designated in this Act, having at least one (1) year of continuous satisfactory service, shall be considered career service employees, except as set forth in these policies and procedures.

B. APPLICATION FOR CAREER SERVICE

Approximately one month prior to the employee's anniversary date, except as provided for in Section 2.04 herein, the Human Resources office will provide the Department Head with notice to evaluate the employee in accordance with Administrative Instruction 4003. The evaluation form shall be forwarded to the Human Resources office and placed in the employee's personnel file. (See Section 2.04.) If a positive recommendation is made to retain the employee by the appropriate Department Head and approved by the County Administrator, the employee will be eligible for Career Service upon completion of one (1) year of continuous, satisfactory employment. Temporary employees who transfer to or are hired in a regular County position must serve a 12-month probationary period in the County position before being eligible for Career Service.

C. CONTRACT EMPLOYEE

The County Commission may waive, at its option, the necessity for the probationary service of a contract employee after the commencement of employment by the County into a regular position under the Career Service rules. In no event, however, may the County waive such probationary requirement unless the affected employee has served at least one (1) year in the capacity for which the probation has been waived.

D. FLORIDA RETIREMENT SYSTEM SENIOR MANAGEMENT

Positions deemed Senior Management in accordance with Florida Statutes 121.055(1) shall acknowledge and waive their right to career service designation on a form prescribed by the County Attorney's office.

1.02 POLITICAL ACTIVITY

A. No employee shall use any promise, reward, or threat to encourage or coerce any person to support or contribute to any political issue, candidate, or party.

B. No employee shall use his official authority as an employee to influence or attempt to influence, coerce, or attempt to coerce a political body or to in any way interfere with any nomination or election of any person to any public office.

C. Nothing will prohibit any employee from expressing his opinion on any candidate, on issues, or from participating in any political campaign during his off-duty hours.

D. Nothing herein contained shall affect the right of the employees to hold membership in, and support, a political party, to vote as they choose, to express opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings during off-duty hours.

E. Employees shall at all times comply with all provisions of Section 104.31, Florida Statutes, which is generally stated in part in 1.02 (A) & (B) above, as may be amended from time to time.

1.03 OUTSIDE EMPLOYMENT

A. Full-time employees are not restricted from engaging in other employment during their off-duty hours. However, County employment must be considered the primary employment. Employees shall not, directly, or indirectly, engage in any outside employment or financial interest which may conflict, in the County's opinion, with the best interests of the County or interfere with the employee's ability to perform the assigned County job. Examples include, but are not limited to, outside employment which:

1) Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
2) Is conducted during the employee's work hours;
3) Utilizes County telephones, computers, supplies, or any other resources, facilities, or equipment;
4) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

B. Employees shall not be instructed or allowed to perform work for private individuals or other governmental agencies as part of his/her County employment except in those instances where such work is part of contract arrangements entered into by the Board of County Commissioners with such private individuals or government agencies, or in those cases where under prior Board of County Commission policy, the employee is to give service in an emergency situation.

1.04 USE OF COUNTY PROPERTY, PROCEDURES OR FACILITIES

Equipment, facilities, vehicles, property, or any resource or procedure of the County shall not be used by any employee, or use of same authorized for anyone by an employee for any reason or purpose beyond that deemed de minimis use by the Internal Revenue Service Code for anything other than County business. The use of same for personal gain or use may be cause for termination. See Administrative Instruction 4725 for additional information.

1.05 CODE OF ETHICS

A. All employees must be aware of, and comply with, Section 112:311 (6) Florida Statutes which currently provides in part: "It is declared to be the policy of the state that public officers and employees, state and local, are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officers and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered with respect hereto regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern."

B. Employees may not, either directly or indirectly, use their official position with the County or information obtained in connection with their employment for private gain, for themselves or others.

C. Employees shall not accept any gift, favor, or service from any member of the public, including but not

limited to Christmas and/or birthday gifts in an amount that exceeds an estimated value of $100.00 per occurrence. Employees shall not accept any gift, favor, or service with the understanding that it was provided to him/her in order to obtain special treatment. Elected and appointed officials of the County are subject to the State Statute for acceptance of gifts.[1]

D. No employee shall make any false statement, certification, or recommendation of any employment under any provision of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies, with regard to employment, promotion or transfer.

E. Conflict of interest rules shall be in accordance with the established laws of the State of Florida.

No County employee shall transact any business in his or her official capacity with any business entity of which that employee is an officer, agent, or member, or in which he or she holds a material interest.

If an employee is uncertain as to whether he or she may be in violation of this policy, clarification may be obtained from the Human Resources office.

The County Administrator may at any time, require a statement of disclosure from any employee if he has reason to believe that said employee may be in violation of this policy. The Human Resources office will be responsible for investigating any alleged incident of conflict of interest and when needed, the County's legal counsel will interpret Florida Statute 112.311-112.326. If a violation of this policy is found, appropriate disciplinary action may be initiated.

F. Employees shall not conduct personal business while in County uniform while on duty Employees shall not consume alcoholic beverages while on duty, nor on off-duty hours while in uniform.

G. Employees shall not consume or be under the influence of alcoholic beverages while on duty or in County uniform, nor shall they use, be under the influence of, consume or possess illegal substances while on duty, in County uniform or on County property at any time. It is the intent of Monroe County to create and maintain a drug-free workplace for Monroe County employees, in accordance with the Drug-Free Workplace Act of 1988. (See Monroe County Administrative Instruction 4703.)

H. Any violation of the provisions of this policy shall be subject to review and appropriate disciplinary action. If the employee has any doubt as to the application of the policy as it relates to his or her position, the possible violations should be discussed with the Department Head or his or her designee, who shall either approve or forbid the activity, or refer the question to the Human Resources Office. The County Administrator, Department Heads, their Deputies, and other employees holding positions of high public trust and/or authority will be held to higher disciplinary and ethical standards than other employees.

1.06 DISCLOSURE OF INFORMATION/RECORDS

Information of a sensitive or confidential nature which is obtained in the course of official duties shall not be released by any employee other than by those charged with this responsibility as part of their official duties.

All county offices shall comply with any request for records and/or information and appropriately disclose such in accordance with the standards as set forth in Administrative Instruction 4903.

See Florida Statutes 112.3148 (3) & (4)

1.07 RESTRICTION OF EMPLOYMENT OF RELATIVES

Restrictions on employment of relatives shall be in accordance with Florida Statute 112.3135 (2) (a) as amended, which currently reads, "A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the agency in which he is serving or over which he exercises jurisdiction or control, any individual who is a relative of the public official." The definition of relative will be in accordance with Florida Statute 112.3135(1) (d) and will include Domestic Partner. Nothing set forth herein shall prohibit the employment of more than one (1) member of the same family. The Human Resources Office will be responsible to investigate any alleged incident of nepotism. Upon investigation if it is found that a potential conflict or that a relationship exists that could be interpreted as such, action may be taken so that the situation no longer exists. When needed, the County's legal advisor will furnish current information to the Human Resources office on Florida Statute 112.3135.

Where a State or Local statute regarding nepotism exists which is more restrictive than this policy, the eligible applicant should follow the State and Local statute in lieu of this policy.

Definition: Domestic Partner2 - "Domestic Partners" are two adults who have chosen to share one another's lives in a committed family relationship of mutual caring. Two individuals are considered to be Domestic Partners if:

(1) they consider themselves to be members of each other's immediate family;
(2) they agree to be jointly responsible for each other's basic living expenses:
(3) neither of them is married or a member of another Domestic Partnership;
(4) they are not blood related in a way that would prevent them from being married to each other under the laws of Florida;
(5) each is at least of the legal age and competency required by Florida Law to enter into a marriage or other binding contract;
(6) they each sign of Declaration of Domestic Partnership as provided in for Section 14.03
(7) they reside at the same residence.

1.08 VOLUNTEERS

Monroe County recognizes the importance of work performed by volunteers.

The Department Head will be responsible for obtaining authorization through the Human Resources office before allowing work to be performed by anyone on a volunteer basis. Volunteers will not, under any circumstances, be considered County employees, but will be responsible for following proper procedures and schedules as outlined by the Department Head. (See Section 8.01 I regarding voluntary Emergency Response Team for County employees.)

1.09 VETERANS PREFERENCE DURING HIRING AND RETENTION

At the hiring stage, if no qualified applicant is selected in-house after a seven (7) calendar day posting period, available positions will then be offered to the general public, unless in-house and general public notice are authorized by the Director of Human Resources concurrently.

Eligible veterans as defined in Chapter 295, Florida Statutes, will receive preference with the exception of those positions which are exempt.

Exempt positions are elected officials, elected officials' executive assistants, assistant county administrators, department heads, temporary employees, and attorneys.

Preference will also be granted to veterans at retention in accordance with the rules set forth in Chapter 295, Florida Statutes, and regulations issued by the Florida Department of Veteran's Affairs.

1.10 SAFETY IN PRIVATE SPACES ACT

Employees shall at all times comply with the provisions of Section 553.865, Florida Statutes, enacted by Chapter Law 2023-106, the Safety in Private Spaces Act. Any employee who willfully enters a restroom or changing facility designated for the opposite sex will be subject to discipline as outlined in Section 9 of the Personnel Policies and Procedures Manual, except under one of the following conditions: (1) to accompany minor, elderly person, or person with disability; (2) for law enforcement or government regulatory purposes; (3) to render emergency medical assistance; (4) to clean or maintain, but only if the room is not in use; or (5) to use the room if the room designated for the opposite gender is out of service and the room is not in use.

SECTION 2

2.01 APPOINTING AUTHORITY

The Board of County Commissioners shall be the appointing authority for the County Administrator and County Attorney. All other positions under the jurisdiction of the Board of County Commissioners shall be employed and supervised by the County Administrator. Employment of Department Heads will require the confirmation of the Board of County Commissioners. The County Administrator will be responsible for:

A. Approval of all changes in employee status ensuring that all changes are in accordance with the Personnel Policies and Procedures and the Pay/Classification Plan.

B. Ensuring that all positions in all Departments have been fairly and equally evaluated, rated and classified in accordance with Personnel Policies and Procedures and the Pay/Classification Plan.

2.02 POSITION CONTROL

All positions in the County Service are established and maintained through a budget each fiscal year, approved by the Board of County Commissioners.

A. The establishment of new additional positions, or an increase in hours of a position can only be authorized by the Board of County Commissioners and the County Administrator, subject to adequate justification of need and availability of funds. Establishment of Emergency Disaster positions on a year-to-year basis do not require the prior approval of the Board of County Commissioners. The personnel in these positions will be trained and utilized on an as needed basis before, during, or after an emergency or disaster and will be paid for by the Hurricane Account Funds.

Positions created on a temporary basis as described below in 2.03 B (3&4) do not require the prior approval of the Board of County Commissioners.

B. For training and transitional purposes, two individuals may fill a budgeted position simultaneously for up to six (6) months contingent on available funding. Both individuals shall accrue full benefits and be classified as a Full-time Regular employee.

C. Personnel to fill approved new positions shall be appointed after the position has been evaluated, classified, and assigned a pay grade.

2.03 TYPES OF EMPLOYMENT

A. Original employment is subject to budgetary restrictions. When a person is initially employed in a position in County Service, he shall be employed in at least one of the following types of original employment status:

1. Full-Time Regular Employee
2. Substitute Employee
3. Temporary Employee
4. Emergency Temporary Employee
5. Part-Time Employee
6. Trainee

7. Contract
8. Florida Retirement System Senior Management

Participation in the Social Security program and the Florida State Retirement System will be in accordance with the rules and regulations governing said programs.

Any employee paid on an hourly basis will not be eligible for fringe benefits.

B. Definitions of types of original employment:

1. Full-Time Regular Employee

a. Full-Time Regular employment will be made to a classification for regularly budgeted County positions, working 25 hours or more per week.

b. A Full-Time Regular employee shall be eligible for all County fringe benefits as set forth in these policies.

c. An employee serving in a full-time regular position shall be eligible for career service status as described in Section 1.01.

2. Substitute Employee

a. Substitute employment may be made to fill positions for which leaves of absences are granted to a regular employee.

b. Substitute employment shall be only for a period of time for which the regular employee is granted leave.

c. A substitute employee shall not be eligible for County fringe benefits.

d. A substitute employee shall be exempt from career service status if employed for less than one continuous year.

3. Temporary Employee

a. Temporary employment may be made when the work of a department requires the services of one or more employees on a seasonal or intermittent basis, or in a position not classified as a regular County position.

b. An employee shall not be allowed to serve on temporary employment of more than 12 consecutive months or, in the case of intermittent employment, for more than 1,040 hours during any 12-month period, except as set forth below.

c. A temporary employee shall not be eligible for County benefits or paid holidays, except as stated in 'e' below.

d. A temporary employee shall be exempt from career service status.

e. All employees who are employed under special grants/projects shall be temporary employees throughout the duration of the grant/project. Such employees shall at no time

be considered regular employees of the County and shall only have the rights of temporary employees as set forth in these policies and procedures, except as might be specifically set forth in the special grant or project requirements. Grant employees, who do not qualify as temporary employees, are entitled to the same benefits as a regular employee except for Career Service status, and any benefit not eligible for reimbursement under the grant funding for the position.

4. Emergency Temporary Employee

a. Emergency temporary employment may be made when a short-term emergency exists.

b. Emergency temporary employment may be made without regard to the person's training or experience.

c. No person shall be given one or more emergency employments for more than three (3) calendar months.

d. An Emergency Temporary Employee shall not be eligible for County fringe benefits.

e. An employee hired on an emergency basis shall be exempt from career service status.

5. Part-Time Employee

An employee is to be considered part-time if the employee works less than twenty-five (25) hours per week. The salaried part-time employee who works at least twenty (20) hours per week will accrue vacation and sick leave according to scheduled work hours. Anyone working less than twenty (20) hours per week will not accrue sick or annual leave.

6. Trainee Employee

An employee appointed to fill an established position on a regular full-time or part-time basis shall be given trainee status when qualified applicants are not available for the position and the employee does not meet the minimum training and experience requirements for the position. (Refer to Section 4.07.)

7. Contract Employee

Anyone whose employment is project specific will be a contract employee. Said employee(s) will not attain Career Service Status. Each proposed contract will be submitted by the County Administrator to the Board of Commissioners for approval.

8. Florida Retirement System Senior Management

The Board of County Commission may designate in accordance with Florida Statutes 121.055(1) positions within County Administration that meet the minimum requirements to be included in the Senior Management Class, as long as that position incumbent acknowledges and waives their right to career service designation on a form prescribed by the County Attorney's office in accordance with the policy.

2.04 PROBATIONARY PERIOD

A. The standard probationary period for new employees will be twelve (12) months from the date the employee begins working as a regular employee for the County. If at any time during the probationary period it is determined that the employee does not meet performance standards, the employee may be terminated without recourse. The County Administrator, or a designee, shall either: (1) approve, in writing, retention of the employee, at which time the employee shall be granted career service status: or (2) decide that the probationary period will be extended for no longer than an additional 90 days if the employee has not met performance standards : or (3) in the event the County shall fail to approve the employees' retention the employee shall automatically be separated from employment with the County, said separation being absolutely final, with no rights of appeal to any authority, including the grievance procedure contained herein.

Temporary employees, Federal or State Grant employees as well as employees originally hired under the CETA Program will retain their original date of hire if transferred to or hired in a regular County position for use in procedures governing fringe benefits and evaluation purposes, when applicable. Said employee must then serve the standard 12-month probationary period, before becoming eligible for career service status.

B. During the probationary period, the Department Head or duly appointed representative must observe the employee's work habits, attitude and attendance to see if continued employment in the job is desirable.

C. In the event an employee receives a promotion through the promotional opportunity process, said employee will serve a 90-day probationary period, or the remainder of their original probationary period, whichever is greater. If during this probationary period the employee does not meet performance standards, he or she may be terminated without right of appeal if recommended by the Department Head and approved by the Administrator but will be able to apply for another County position through the promotional opportunity system for 1 year, after which time he or she must wait until a desired position is open to the public.

D. Any employee whose position evolves into accepting additional or different duties and/or responsibilities within the same department may be reclassified to another pay grade and/or title upon recommendation of the Department Head and approved by the Administrator but will not serve an additional probationary period. (See Section 3.04 and 3.05.)

2.05 DEFINITION OF SERVICE

A. Creditable Service shall be defined as service during which the employee was on the payroll of the County, or on approved leave of absence without pay.

B. An employee's continuous service date shall be established as the most recent date of hire and may not precede the date of actual job performance.

C. Authorized leaves of absence to the extent provided in Section 8 of these policies shall not be considered a break in service effective at the end of the employee's regular shift on the last day of work.

D. If an employee has a break of service of 48 hours or more, he/she cannot be reinstated to his/her former employment status. If he/she is selected for County employment after such a break in service, he/she must begin as a new employee in all respects, except for Retirement Benefits which are governed by Florida Statutes.

E. Any unauthorized leave without pay for three consecutive workdays or more may be considered a break in service and may result in termination.

2.06 MEDICAL EXAMINATIONS

A. In order to maintain a vigorous and healthy work force the County shall require post offer medical examinations by a physician designated by the County.

B. The County Administrator may require that an employee submit to a physical and/or psychiatric examination by a physician or other qualified practitioner at any time during their employment, which may include blood and/or urine testing for drug or alcohol usage. Charges for same will be the responsibility of the County.

Grant Programs will provide funding for medical examinations for their employees in their respective budgets.

C. Should an examination result in disclosure of inability to meet the required minimum standards of the specific occupation, the results of the examination shall be reviewed by the Human Resources office and the employee's Department Head. Findings and recommendations shall be forwarded to the County Administrator for final disposition. Payment of any expense incurred by the applicant/employee other than the initial examination required by the County will be the responsibility of the applicant/employee.

D. An employee determined to be physically or mentally unfit to continue working in his/her current classification may be terminated but may apply through the promotional opportunity system for any available position for which said employee is determined to be qualified as well as physically and mentally fit to perform all required duties of the position. Said employee will have promotional opportunity rights for one year after his/her termination date.

E. If a Department Head has reasonable suspicion that an employee is under the influence of, or using alcoholic or illegal substances, that Department Head may require that said employee be examined by a physician who may include blood and/or urine testing.

2.07 BASIS FOR CHANGE OF STATUS

Selection of applicants for new hire and in-house promotion shall be based on the applicant's ability to perform the job as outlined in the job description of the position being filled. The job description shall identify the specific knowledge, skills, and abilities necessary for the successful performance of the duties of the position.

An evaluation of the applicant's knowledge, skills, and abilities as reflected in education, experience, licensure, or certification as outlined on the employment application shall be compared to the required minimum qualifications of the position. All applicants who appear to possess the required minimum qualifications shall be evaluated according to uniform and consistently applied selection techniques established by Personnel Policies and Procedures. These selection techniques shall be designed to provide maximum validity, reliability, and objectivity and result in selection from among the applicants who are most qualified for the position.

Other than as described in Section 1.09, Veterans Preference, in determining change of status as a result of demotion, recall from layoff or transfer, job performance shall be the sole criterion. Job performance being equal, length of continuous service shall be the criterion.

2.08 SELECTION PROCESS

All interviews whether for new hire or in-house promotion must follow the interview procedures outlined in Administrative Instruction 4705.

2.09 TRANSFERS

A. The County Administrator may, at any time, transfer an employee from one area to another and/or from one position to another when he determines that it is in the best interest of the operation of the County to do so. Transfers will be made by the County Administrator based upon a recommendation by the employee's Department Head.

B. Employees will be notified in writing of the County Administrator's decision to transfer them. Employees who claim that a transfer is made arbitrarily and capriciously or that it is being recommended for disciplinary reasons may appeal a transfer decision pursuant to Section 10 (Employee Complaint/Grievance Procedure).

2.10 EMPLOYEE ASSOCIATION MEMBERSHIPS AND PARTICIPATION

Employees may be permitted time off from work with pay to be a speaker at a function, which is not required of his/her position with the County, to attend organization membership meetings and participate in officer roles. Leadership Monroe is also a qualified event under this policy. Participation during work hours must be related to the employee's job duties with the County. Requests to participate during working hours must be provided to the applicable Department Head, in writing, with final approval by the County Administrator.

Employees are attending these events on a volunteer basis and time allowed for attending such events does not constitute hours worked for the purpose of computing required overtime payments.

The department the employee works in may pay for membership fees and other related fees, including travel. Payment for all associated costs may be made in advance by the department or the employee will be reimbursed.

2.11 EMPLOYEE TRAINING

The County may require any employee to attend any and all training deemed necessary to perform his or her job duties adequately and safely. Prior to employment with Monroe County, it is the applicant's responsibility to provide proof of completion of said training requirements. Once employed, any certification or training deemed necessary for continued employment is to be paid by the individual with reimbursement made after successful completion. See 2.12, item A.

Departments may have ongoing training or education requirements for certain positions. In some cases, courses, books, tuition, testing and other related fees associated with the education or training, including travel may be paid for in advance by the department in which case the employee will not be required to be reimbursed. In other cases, the employee may pay for the courses, books, tuition, testing and other related fees, and travel expenses, and be reimbursed. In those cases, the expenditures require prior approval of the department head. Supporting documentation acceptable to the Clerk must be submitted for reimbursement. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

Employees must complete the course within one year from date of receiving any advance payment. If course is not completed within one year, the employee must refund to the County the entire advance payment within one month.

2.12 EDUCATIONAL ASSISTANCE PROGRAM

A. EDUCATIONAL ASSISTANCE POLICY[3] ([3] **See Florida Statutes 112.063**)

The County may provide financial assistance to County employees for educational courses which are applicable to the employee's field of work, or of such nature and quality to directly contribute to the employee's value and potential growth in the County service. Employees required to maintain training and certification requirements as a condition of employment are also eligible for this program.

In the case of a degree-seeking student; although attainment of said degree may provide job enhancement for the employee, courses taken in the pursuit of the degree must have some relation to County employment.

B. ELIGIBILITY

An employee will be considered eligible for participation in the Educational Assistance Program if he has been a full-time employee of the County for one year or more and is so recommended by the Supervisor and Department Head.

An exception may be made for those employees referred to in Ordinance No. 008-1987, as approved by the Board of Commissioners.

C. APPLICATIONS

An Employee must submit the completed Request for Educational Assistance Form to the immediate Supervisor and Department Head for approval prior to the employee enrolling in the course.

The Department Head shall review the employee's eligibility to participate in the Educational Assistance Program and shall be responsible for the administration of the program.

Upon enrollment in the course, the employee shall submit to the Department Head the enrollment receipt and textbook receipt.

Upon completion of the course, the employee shall submit to the Department Head the proof of successful completion. The tuition and textbook receipts, the Audit Slip or Purchase Order and the proof of successful completion will be sent to the Finance Department for processing. A copy of all the documentation will be sent to the Human Resources office and placed in the employee's personnel file.

D. TIME OFF FROM WORK

Qualified employees may be permitted time off from work with pay to attend educational training classes or seminars which are related to their job duties, but which are not available during non- working hours, if approved by the applicable Department Head. Allowable time off will be restricted to a maximum of 160 hours in any calendar year unless specifically otherwise approved by the County Administrator.

Employees are attending this training on a volunteer basis and time allowed for attending such training does not constitute hours worked for the purpose of computing required overtime payments.

E. REIMBURSEMENT

1. Upon the successful completion of approved courses, the employee will be eligible for

reimbursement of tuition, textbooks, online access fees, distance learning fees, and lab fees. The employee must present a certification of successful course completion and a paid receipt for tuition, textbooks, online access fees, distance learning fees, and lab fees to the Department. Requests for reimbursement must be made within sixty days after completion of the course.

2. Textbook reimbursement allowance is limited to $125 per course. The employee is responsible for paying any difference.

3. Reimbursement for tuition will be made only to employees who are on the active payroll when payment is due.

4. Where tuition is covered under benefits from the Veterans Administration or a philanthropic source, qualified employees may participate only in the "time off from work" feature of the program.

5. Reimbursement under the Educational Assistance Program constitutes income to the employee. The County must withhold taxes from this income and report to government agencies in the same manner.

6. Employees must provide their own transportation to and from training.

7. Refunds shall be limited subject to the availability of funds and the number of participants in the program.

8. This program may be amended or terminated at any time; however, such amendment or termination will not affect any courses of study previously approved.

F. CONDITIONS OF REIMBURSEMENT

Employees who obtain reimbursement for any educational assistance shall remain with the County at least two (2) years after completion of courses, otherwise any reimbursement which was made by the County to the employee shall be refunded to the County, if the employee terminates within less than two (2) years from date of completion of educational assistance courses. Further funding to the County shall be accomplished by deducting all reimbursement due from the employee's final paycheck.

G. OBTAINING A DEGREE WHILE EMPLOYED

Effective May 1, 2016, employees who obtain a degree from an accredited institution, which is beyond what is minimally required for the position that he/she holds with the County and that degree adds value to the department as well as the County, will receive a $1,500 per year ($125 per month) salary increase for each degree obtained. The incentive pay shall be divided and shall be paid 1/26th per pay period. In the event the employee reaches the maximum of their current pay range, the amount is to continue to be added to the employee's salary.

In the event the employee has a personnel action which results in a reclassification, transfer, hire through promotional opportunity or if the employee receives any other type of salary increase in accordance with these personnel policies and procedures, the incentive pay shall be added to any base pay received as a result of the personnel action as long as that degree is not a requirement of the position and the degree continues to add to the value of the department as well as the County.

2.13 EMPLOYEE SAFETY

It is the responsibility of the County to promote and pursue a safe and healthy environment for all employees. Monroe County has a viable safety program administered and enforced by the Monroe County Safety Officer according to the Safety Policies and Procedures adopted by the Board of County Commissioners.

Employees will observe all safety rules and regulations established by the State of Florida and County Government. Department Heads and Supervisors are responsible for the observance of those rules within their jurisdiction. Failure to comply may result in disciplinary action.

2.14 PROMOTIONAL OPPORTUNITIES

A. It is the policy of the Board of County Commissioners to consider qualified County employees for promotional opportunities before applicants from the general public are considered. An employee must remain in his or her respective position for a period of at least six (6) months before transferring to another position through the Promotional Opportunity system. If it is thought to be in the best interest of the County to waive this rule, prior approval of the appropriate Department Head(s) and the County Administrator must be obtained. Please review Section 2.04 Probationary Period. Promotional Opportunities will be posted on bulletin boards throughout the County system for seven (7) calendar days.

a. Contractual Commissioner Aide positions (Executive Assistants) will not be required to be posted and/or advertised unless at the request of the Commissioner with the vacancy.

B. An eligible employee wishing to apply for a promotional position will complete the Promotional Opportunity Application Form within the seven (7) day period (date of posting is day one (1)) and submit it to the Human Resources office. The Human Resources office will review these completed forms and forward all in-house applications to the Department with the vacancy for consideration.

C. During the seven (7) days the position is posted, any qualified County applicant is to be given preference in the vacant position. All Promotional Opportunity applications must be reviewed by the department with the vacancy.

It is the responsibility of the hiring department to review in-house applications and conduct interviews for qualified County applicants. Any qualified employee filing a Promotional Opportunity within the required seven (7) day period is to be considered a priority. In the event the Promotional Opportunity is not received within the seven (7) day period, the in-house employee shall lose preferential treatment.

D. Preference will also be granted to veterans claiming the veteran's preference during the first promotion following reinstatement or reemployment in accordance with the rules set forth in Chapter 295, Florida Statutes, and regulations issued by the Florida Department of Veteran's Affairs.

E. An employee may apply for and accept a position at a lower pay grade and responsibility. This will be considered a voluntary transfer and any reduction of pay that is accepted by the employee shall not be eligible for grievance.

2.15 EQUAL OPPORTUNITY POLICY

A. The County is firmly committed to equal employment opportunity, and does not discriminate in any employment-related decisions on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, pregnancy, age, disability, or other similar factors that are not job-related.

The County's policy of equality of opportunity applies to all organizational levels of the County and to all job classifications. It is the responsibility of each elected or appointed public official, Assistant County Administrator, Department Head and Supervisor to give the County's non-discrimination policy full support through leadership, and by personal example. In addition, it is the duty of each public official and each employee to help maintain a work environment which is conducive to, and which reflects, the County's commitment to equal employment opportunity.

B. All personnel actions shall be based solely on ability and fitness of the individual.

C. The Human Resources office shall see that information about job opportunities is readily available to all employees and citizens of the County, and a continuing program shall be conducted to make the Equal Employment policies known to all citizens of the County.

D. In this capacity, the Human Resources office will be responsible for anticipating problems, formulating solutions, presenting complete analysis of alternatives, and recommended corrective actions and coordinating the recommended actions with public officials, Assistant County Administrator, Department Heads and employees.

In the implementation of this policy, the County will aggressively seek personnel for all job levels within the organization through upgrading and recruitment from minority group members and women.

This policy is specifically included and will be a continuing and essential component of the Personnel Policies and Procedures.

E. Harassment of any kind is prohibited and will not be tolerated. A violation of this policy will subject an employee to disciplinary action, up to and including termination of employment. Any violation which cannot be remedied through the disciplinary process set forth in these policies and procedures may be considered by the Board of County Commissioners for any other avenues legally available, such as, but not limited to, contractual remedies, no trespass orders, injunctive relief, removal of workplace accommodations which have been abused, or through federal or state laws protecting workers in the workplace.

Harassment is defined as verbal or physical conduct which:

1. Denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, national origin, age, veteran status, marital status, familial status, sexual orientation, gender identity or expression, pregnancy, or disability/handicap, or that of his or her relatives, friends, or associates.
2. Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
3. Has the purpose or effect of unreasonably interfering with an individual's work performance or;
4. Otherwise adversely affects an individual's employment opportunities.

Prohibited harassing conduct includes, but is not limited to, epithets, slurs, jokes, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, age, national origin, veteran status, marital status, familial status, sexual orientation, gender identity or expression, pregnancy, or disability/handicap. Prohibited harassing conduct includes written or graphic material that is placed on walls, bulletin boards or elsewhere on the premises or that is circulated in the workplace.

The above policy includes, but is not limited to, sexual harassment. Sexual harassment is defined as:

1. Unwelcome sexual advances;

2. Requests for sexual favors;
3. Verbal or physical conduct of a sexual or otherwise offensive nature, particularly where:
    a. submission to such conduct is made, explicitly or implicitly, a term or condition of employment;
    b. submission to or rejection of such conduct is used as a basis for decisions affecting an individual's employment; or
    c. such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
4. Sexually offensive jokes, innuendoes, and other sexually oriented statements or behavior.

If an individual experiences or observes any form of harassment of an employee by any person (regardless of the offender's identity or position), he/she is required to promptly report the incident to an Assistant County Administrator, Department Head, the Human Resources Administrator, or the County Administrator. Assistant County Administrators and Department Heads are responsible for promptly reporting the allegations or concerns to the Human Resources Administrator or the County Administrator. (It is encouraged that the individual put such a complaint in writing). If the complaint is about the County Administrator or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to a county commissioner, who shall see that it is properly processed by staff in an objective manner. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the County's investigation.

If the County determines that an employee (including public officials, Assistant County Administrator, Department Head, or supervisor) or third-party has harassed another individual, appropriate remedial action will be taken against the offender, up to and including termination. If the harassment involves a third party such as a contractor, vendor, supplier, or other visitors to County buildings or the workplace, that person may be barred from the premises.

The County prohibits any form of retaliation or coercion (including intimidation, interference, or discrimination for lodging a bona fide complaint under this policy or for assisting in the investigation of a claim of harassment. If an individual experiences or observes any form of retaliation by any person, employee or non-employee (regardless of the offender's identity or position) he/she is required to promptly report the incident to an Assistant County Administrator, Department Head, the Human Resources Administrator or the County Administrator. Assistant County Administrators and Department Heads are responsible for promptly reporting the allegations or concerns to the Human Resources Administrator or the County Administrator. It is encouraged that the individual put such a complaint in writing. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the County's investigation. If the complaint is about the County Administrator or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to a county commissioner, who shall see that it is properly processed by staff in an objective manner. The county will protect individuals who make a complaint to the extent legally possible. Any bona fide complaint will in no way be used or held against an employee (or non-employee) nor will it leave an adverse impact on the complaining employee's employment.

Individuals shall not assume that the County is aware of a harassment problem and are required to adhere to this policy and make a report so that the problem can be resolved. Any questions concerning this policy should be addressed to Human Resources.

F. If one believes that the County has violated the Equal Opportunity Policy, as stated in this section, he/she should contact the designated EEO Coordinator at humanresources@monroecounty-fl.gov. The EEO Coordinator shall investigate and respond to the complaint.

2.16 EMPLOYEE RECOGNITION

A. EMPLOYEE OF THE QUARTER/YEAR PROGRAM

Monroe County has established an Employee Service Award which is designed to recognize employees who demonstrate superior performance and dedication to their work which is above and beyond the call of duty. (See Monroe County Administrative Instruction Series 4000.) The employee selected for the quarter shall be awarded a $300 one-time lump sum payment and an appreciation plaque. The employee of the year shall receive a one-time lump sum payment of $3,000 and an appreciation plaque.

B. YEARS OF SERVICE PROGRAM

Monroe County has established a program to recognize County employees who have been in the County Service for Five, Ten, Fifteen, Twenty, Twenty-five, and Thirty; and beyond as indicated. Grant and part-time employees will be eligible for the years-of-service program.

The month prior to the employee's anniversary date, the Human Resources office will send Department Heads a list of employees that are eligible for a years of service award that month along with a template letter for recognizing the employee. Each Department Head will be responsible for completing and providing a letter of recognition to the employee along with providing a copy to Human Resources to be placed in the employee's personnel file. Payment of the award will be distributed as outlined below and will be included in the employee's paycheck. The Human Resources office will coordinate the award payment with the Payroll office. It is the Department's responsibility to discuss the presentation opportunity with the employee and together come to a decision as to whether the employee would like to be recognized at the BOCC meeting. If the employee chooses to be recognized at the BOCC meeting, the Department must coordinate with the Human Resources office regarding the appropriate award as outlined below, and with the County Administrator's office to ensure that said recognition is placed on the meeting agenda. Whenever possible, this presentation will take place at the BOCC meeting in the employee's location. The following will be provided in a lump sum payment to the employee:

a. For 5 years of service, a decorative pin and a $100.00 award;

b. For 10 years of service, a decorative pin and a $200.00 award and recognition at the BOCC Meeting;

c. For 15 years of service, a decorative pin and a $350.00 award and recognition at the BOCC Meeting;

d. For 20 years of service, a decorative pin and a $500.00 award and recognition at the BOCC Meeting;

e. For 25 years of service, a decorative pin and a $1000.00 award and recognition at the BOCC Meeting;

f. For 30 years of service, a decorative pin, an engraved Lucite desk clock and a $1,500.00 award and recognition at the BOCC Meeting;

g. Any employee whose years of service exceeds 30 years will receive a $1,500.00 award and recognition at the BOCC meeting every 5th year thereafter.

C. EMPLOYEE SUGGESTION PROGRAM

The employee suggestion program is designed to incentivize ideas by providing monetary awards to employees who provide suggestions. (See Monroe County Administrative Instruction Series 4010). All employees are eligible to submit suggestions with the exception of the County Administrator, Assistant County Administrator(s), and the County Attorney.

SECTION 3

3.01 CLASSIFICATION PLAN

A. SCOPE

The Classification Plan provides for a systematic and equitable arrangement of job classes and provides for a complete inventory of all County positions. The purpose of the plan is to group various positions into related classes based upon the range of duties, responsibilities and level of work performed.

B. COMPOSITION OF THE CLASSIFICATION PLAN

The Classification Plan comprises written job descriptions for each class of work included in the County service. Job descriptions are intended to be a general outline of job duties performed by employees in a particular job. They are used as a guide in recruiting and examining candidates for employment, in determining the lines of promotion and developing training programs, as guidelines in determining salary relationships and in providing uniform job terminology to convey the same meaning to all concerned. Job descriptions may be changed from time to time by the County. This change may expand or reduce the job duties of any job classification. Employees will be given as much advance notice of a change in their jobs as is practicable. The job descriptions are maintained by the Human Resources office and should be reviewed and updated annually, or whenever a change occurs in the duties of any position. Each job description will be approved by the Department Head, the Assistant County Administrator (if applicable), and the County Administrator. Each employee will receive a copy of his or her respective job description at the time of his or her employment, and any time there is a change in his or her job description.

3.02 POSITION AUDIT PROCEDURE

The County Administrator is charged with the responsibility of initiating position audits of any or all County service positions at any time. Other position audits may be initiated by written request to the County Administrator from the Department Head or Assistant County Administrator in which the specific position is located, or the incumbent of the position to be audited. All requests must be approved by the Department Head and Assistant County Administrator.

Position information will be gained through completion of a Job Assessment Tool (JAT) by the incumbent or by the Supervisor of the position if the position is vacant, and through field studies of the position, which may include a personal visit with the position incumbent by a representative of the Human Resources office. The applicable Department Head and Assistant County Administrator should review and make recommendations to the County Administrator through the Human Resources office on all proposed new positions, changes, and position descriptions.

3.03 DETERMINATION OF CLASSES

A. The Human Resources office upon certification of funds and findings that the proposed class or classes are needed, shall propose new or revised classes of work as well as the abolition of existing or obsolete classes, to the County Administrator for appropriate action.

B. Whenever an employee's position is abolished under this section, said employee shall have first consideration for a position in a similar classification that may arise in the County service for a period of one year. However, if that employee refuses an offer for a similar position or, if that employee within the

one-year period elects to take any position in the County service, said employee shall be removed from preferential consideration.

3.04 ALLOCATION AND RECLASSIFICATION OF POSITIONS

A. The Human Resources office, after having determined the content of the positions and having received the certification of funds and findings that the proposed class or classes are needed, shall propose new or revised classes of work as well as the abolition of existing or obsolete classes, to the County Administrator for appropriate action. Recommendations for changes may be made by the Department Head, who must submit sufficient documentation for the change, including assurance(s) that the respective departmental budget contains sufficient funds.

B. An employee may be reclassified to a different title and/or pay grade at any time the County Administrator deems appropriate, after receiving good and sufficient documentation. A temporary reclassification does not constitute a promotion or demotion. A change in title and/or pay grade which results from an evolution into a reduction of duties and/or responsibilities does not constitute a demotion.

3.05 STATUS OF AN INCUMBENT IN A RECLASSIFIED POSITION

When the incumbent of a position, through diligent application of work, is officially assigned more difficult and significant additional responsibilities and duties which are at a higher level exceeding the regular duties of his/her current classification or indicate that the current qualifications (key job requirements) are insufficient to accomplish the successful execution of the work program of the operation the Human Resources office shall perform a study of the present duties and responsibilities of the position. If it is determined after recommendation by the Department Head, Assistant County Administrator and Human Resources that the position should be reclassified, the County Administrator may require that the incumbent undergo a prescribed test of fitness, depending on the conditions of the reclassification and the nature of the position to be reclassified before approval. A revised job description will be submitted by the Department Head for approval by the Assistant County Administrator (if applicable) and the County Administrator which includes the additional duties of the position. The incumbent's position reclassification is conditioned upon the determination that the incumbent meets the minimum qualifications of the higher classification. An employee reclassified in this manner will not serve an additional probationary period as a result of this reclassification.

3.06 POSITION CONTROL

All positions are established and maintained through a budget each fiscal year in accordance with established budget and accounting procedures. The establishment of a new or additional position can only be based on adequate justification of need and the availability of funds. Such additions must be approved by the County Administrator and the Board of County Commissioners. The provisions herein do not relate to the Pay Plan, but to position statuses created by need and necessity only.

The Department of Employee Services shall maintain a position control system in the office of Human Resources.

Important:

All additions, revisions, reclassifications, or other personnel actions having a financial impact on the County shall be reviewed by the Human Resources office and the OMB Department and approved by the County Administrator.

PAY PLAN

SECTION 4

4.01 PURPOSE

The Pay Plan is designed to provide a fair and equitable method for payment of employees in the County service. It also establishes a set of rules and a uniform system of administration.

4.02 ESTABLISHMENT OF THE PAY PLAN

The Pay Plan shall be directly related to the Classification Plan and is the basis for payment of employees in the County service. This plan shall be established with consideration being given to the following factors:

A. Relative difficulty and responsibilities existing between various classes of work.

B. Prevailing wage scales, for similar types of work, found in public and private industry in the local labor market.

C. Availability of qualified personnel.

D. Economic conditions found in the area.

E. Fiscal policies of the Board of County Commissioners.

4.03 AMENDMENTS

The County Administrator shall make amendments to the Pay Plan when, in his discretion, economic conditions, labor supplies, or other considerations indicate a need for such action.

Department Heads may recommend to the County Administrator possible amendments to the Pay Plan by providing sufficient justification to make an evaluation of the causes and conditions requiring the change within the confines of their respective departmental budget.

4.04 PAY PLAN REVISIONS

The Board of County Commissioners must approve the County Administrator's recommended Plan of Compensation and subsequent revisions for approval and adoption.

4.05 ADMINISTRATION

The Human Resources office, in conjunction with the OMB Department, shall have the responsibility for the day-to-day administration of the compensation plan. Approval of all hiring rates and other payroll changes shall require approval of the County Administrator in accordance with these personnel policies, except that matters with respect to compensation of staff and support personnel of the office of the County Attorney shall be set by the County Attorney, subject to budgetary approval of the Board of County Commissioners.

4.06 APPLICATION OF THE PAY PLAN

All employees shall be employed and paid in accordance with the rates and policies established by the Pay Plan for the specific job classification under consideration, unless otherwise stipulated in these policies.

In no case shall an employee's salary exceed the maximum pay range of the pay grade of a position. Contract positions may be an exception if the position does not have an assigned pay grade.

4.07 STARTING RATES

A. The minimum salary established for a position is considered the normal appointment rate for new employees.

B. Appointments below or above the minimum salary may be authorized in the following situations:

1. In the event an applicant does not meet the minimum qualifications but is expected to obtain said qualifications within 6 months, the hiring authority may request appointment as a "trainee". In such cases, the employee should be hired at an appropriate rate below the minimum starting salary.

2. Occasionally, certain jobs may have to be paid more at the time of hire to attract and retain competent employees. The prospective employee's starting salary should not exceed the current salary of any employee with the same position who has comparable or greater qualifications.

i. If the applicant's training, experience, education, or other qualifications are substantially above those required for the position, the County Administrator may approve employment at a rate above the minimum established for the class. The need to make appointments in excess of the minimum shall require written justification (Above Entry From "Enclosure 15 of Administrative Instruction 4705") that shows the prospective employee's education, experience, and unique competencies are directly related to the position. The pay range of all positions represents a 30-year employment period and recommendations for above entry level should take this into consideration when recommending salaries based on prior years of directly related experience.

ii. The request shall be approved by the Department Head and be processed through the Human Resources office and the OMB Department for review and determination of compliance with the County policies and procedures and budgetary control.

iii. The Human Resources office shall provide a monthly report to the Board of County Commissioners which shall reflect all newly hired employees who are employed above the entry salary.

4.08 SALARY RANGES, PROGRESSIONS, INCREASES

No salary adjustment shall be approved unless there is availability of funds and must be justified in writing by the Department Head and approved by the County Administrator. All requests for salary increases shall be processed through the Human Resources office and the OMB Department for review and determination of compliance with the County policies and procedures and budgetary control.

In most cases, completion of the Job Assessment Tool (JAT) should be used to justify the increase. Anything not covered on the JAT should be further detailed in memo format by the department.

An employee may receive a salary increase by means of a promotion, reclassification, pay range adjustment, or equity adjustment.

A. An employee reclassified, transferred, or hired through promotional opportunity of one pay grade level

or higher shall receive the greater of the minimum salary of the pay range or a 5% salary increase per higher level pay grade. An increase above 5% per higher level pay grade shall require justification (Above Entry Form "Enclosure 15 of Administrative Instruction 4705") in accordance with Section 4.07 B (2). In no case shall the employee's salary be above the maximum pay range.

B. Effective January 1, 2013, when an employee is permanently assigned significant additional duties/responsibilities not warranting a reclassification of his/her position, but the new duties/responsibilities have a substantive impact on an employee's daily work life, are outside the normal scope, and require a new skill set, a salary increase may be warranted. The salary increase should be commensurate with the magnitude of the additional duties/responsibilities with consideration given to change in key responsibilities, essential job functions, and number of employees supervised. A salary increase is typically not warranted if duties are 'exchanged' and the knowledge, skills and abilities required to perform the new duties/responsibilities are similar to performing the removed tasks.

C. There are no provisions in the County Pay Plan for automatic salary advancements, as all increases are to be based on availability of funds, work performance, and other pertinent factors as evaluated by the employee's Supervisor and/or Department Head and approved by the Assistant County Administrator and County Administrator.

D. The Human Resources office shall provide a monthly report to the Board of County Commissioners which shall reflect all personnel actions resulting in a salary increase for all current employees. This report will exclude any cost of living/merit increases, etc. which are approved by the BOCC on an annual or contractual basis.

E. Adjustments to salary may be granted to correct an equity problem. Adjustments must have the appropriate support documentation that proves the inequity among those in similar county positions doing the same level of work and responsibility along with having comparable qualifications including training, experience, and education.

F. MERIT INCREASES

1. A merit increase is a salary increase within the same pay grade, awarded for outstanding County Service.

2. Merit increases are not automatic.

3. The amount of merit increase an employee receives, if any shall be determined by the availability of funds, and the system/procedures proposed by the County Administrator and adopted by the Board of County Commissioners each fiscal year. All salary adjustments must be approved by the County Administrator.

4. An employee shall be eligible for consideration for a merit increase during the budget preparation period after completion of their initial probation period.

Unless otherwise approved by the Board of County Commissioners each fiscal year, an employee will receive a Merit Increase on their Anniversary Date (see Section 4.09 C).

5. New employees hired below the minimum rate would be eligible for consideration six months from the date they are adjusted into the minimum rate.

6. Once an employee has reached the maximum salary amount of the pay grade in which his or her

position is classified, the merit increase will be awarded as a one-time lump sum payment on the employee's anniversary date (unless otherwise approved by the Board of County Commissioners each fiscal year), unless said position is reclassified to a higher pay grade (See Section 3 regarding reclassifications). Nevertheless, the employee will still be evaluated in accordance with the County evaluation system. All employees are expected to maintain a satisfactory or above performance level. Failure to do so will result in appropriate disciplinary action.

7. The foregoing reflects the current procedure however the County reserves the right to change or eliminate the procedure whenever necessary.

NOTE: Time spent on a leave of absence without pay in excess of thirty days shall be deducted from the employee's length of service record when determining the time required for advancement eligibility.

G. COST OF LIVING INCREASES

The decision whether to or when to grant a cost-of-living allowance, as well as the decision of the amount of such increase (if any) will be made in the sole and exclusive discretion of the Board of County Commissioners.

H. RECRUITMENT AND RETENTION INCREASES

Retention Salary Increase

This provision is intended to provide consideration of critical and/or unusual administration problems. A retention salary increase may be approved, at the County Administrator's sole discretion, in accordance with the following provisions:

If the employee has received a documented bona fide job offer with an employer other than Monroe County BOCC and the retention increase is a counteroffer to retain the employee in their current position (job offers from other Monroe County BOCC offices, Property Appraiser, Clerk of the Circuit Court, Supervisor of Elections, Tax Collector, Sheriff, or other office that reports to the Board of County Commissioners will not be deemed a bona fide job offer with an employer other than the County under this provision). It is not the intent of this policy to compete with the Monroe County Constitutional Offices. Under the provisions of this policy, these offices shall not be considered as an employer other than Monroe County BOCC.)

A. Retention salary increase decisions are not grievable through the County's grievance procedure unless it is alleged that such a decision was made based upon unlawful discrimination.

B. To be eligible for retention increase consideration, the affected employee must:

1. Currently be employed by the County in a career service status position;

2. Have been continuously employed in their current position for at least one calendar year prior to the date the bona fide job offer was made;

3. Have received at least a "Meets Expectations" rating on their most recent performance evaluation, must currently be performing at an acceptable level, and shall not have been issued a written warning within the previous twelve (12) months; and

4. Shall not have received a total retention increase of the maximum (25%) within the past twenty-four (24) calendar months from the date the increase request is submitted to Human Resources.

C. The County Administrator has sole authority to determine amount offered as a retention increase within the range of 0% to 25% of the affected employee's salary. The County Administrator may approve retention increases as single or multiple salary adjustments; however, if multiple salary adjustments are made for one employee's retention increase, the total of those salary adjustments may not exceed 25% of the affected employee's salary prior to the first retention increase.

D. The retention salary increase must not place the employee above the maximum for their current pay range.

E. Retention increases recommended under this provision are subject to the availability of funds.

Procedure:

To request a retention increase, the respective Department Head shall submit a retention increase request package to his/her Assistant County Administrator (if applicable) and obtain his/her approval prior to submitting the request to the Human Resources Office. Increase request packages will include, at a minimum, the following documentation and shall be verified by the Human Resources office:

1. A cover memo addressed to the County Administrator with the written recommendation approved by the department head and Assistant County Administrator (if applicable).

2. If the employee has another job offer:

(a) Validity of the job offer, preferably a copy of the written job offer;

(b) The respective office's independent verification of the job offer;

3. A detail of the training costs that Monroe County incurred on the employee's behalf over the past twenty-four (24) months. The detail shall prove that losing the investment of training costs would be more of a loss than awarding the employee the recommended salary increase;

4. Summation of the employee's satisfactory job performance (that the employee has performed and continues to perform at least at a "Meets Expectations" level and that he/she has not been issued a written warning within the previous twelve months);

5. That the Department's recommended increase, if approved, would not place the employee above the maximum for their current pay range;

6. Salary comparison of other employees within the department with similar job duties, qualifications and years of service;

7. Recruitment and retention conditions in critical areas as may be demonstrated by:
(a) high turnover;
(b) declined job offers; or
(c) copies of resignation letters from previous employees.

8. Importance of the position in relation to the Action Plans of the department.

The Human Resources office will review the request and make a recommendation to the County Administrator.

Certification Incentive Salary Increase

This provision is intended to provide an incentive for employees to obtain certifications beyond their current minimum job requirements which will enhance the knowledge in their current position and add value to the department as well as the County.

A. Certification incentive salary increase decisions are not grievable through the County's grievance procedure unless it is alleged that such a decision was made based upon unlawful discrimination. In the case of a claim of a decision being based upon unlawful discrimination, the affected employee shall follow the procedures outlined in Section 2.15 of the Personnel Policy.

B. To be eligible for a certification incentive salary increase consideration, the affected employee must:

a. currently be employed by the County in a career service status position; either with career service status or within the employee's new hire probationary period;

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b. have received at least a "Meets Expectations" rating on their most recent performance evaluation, must currently be performing at an acceptable level, and may not have been issued a written warning within the previous twelve (12) months; and

c. not exceed four certifications per calendar year (renewal of a certification will continue certification incentive pay, but not net any additional increase in pay).

C. An Employee must submit the completed Request for Certification Incentive Form to the immediate Department Head and Human Resources for approval prior to the employee enrolling in the course.

D. $1,500, or dollar amount as stated in Administrative Instruction 4006 and 6402, will be added to the affected employee's salary. The incentive pay shall be divided and shall be paid 1/26th per pay period.

E. The certification incentive salary increase must not place the employee above the maximum of their current pay range. In the event the employee reaches the maximum of their current pay range, $125 per month (1/26th per pay period) for $1,500 incentive, or incentive amount divided by 12 months, will be added to the employee's salary.

F. In the event the employee holding the certification has a personnel action which results in a reclassification, transfer, hire through promotional opportunity or if the employee receives any other type of salary increase in accordance with these personnel policies and procedures, the certification amount shall continue to be paid in addition to the base salary for the position as long as that certification is not a requirement of the position and the certification continues to add to the value of the department as well as the County.

G. Employees are solely responsible for keeping certifications active and obtaining re-certifications. In the event the certification lapses, the Department Head is responsible for completing the appropriate Personnel Action Form to remove incentive pay. Expired certifications will result in the salary increase for the incentive being removed from the employee's pay.

H. Certification incentive salary increases recommended under this provision are subject to the availability of funds.

The Human Resources office will review the request and make a recommendation to the County Administrator.

Procedure:

To request a certification incentive salary increase, the respective employee shall complete the Certification Incentive form and obtain approvals prior to registering in the certification course or program.

a. The employee shall complete the form and submit it to the Department Head for their approval of the recommendation.

b. The Employee Services Director will review the request and shall approve or deny the request.

c. Human Resources will officially notify the employee of the approval (or denial).

d. Upon satisfactory completion of the certification program, the employee shall provide sufficient proof to Human Resources. Human Resources will prepare and process the Compensation Change to be effective on the date of certification.

e. The department the employee works in will pay for the courses, books, tuition, testing and other related fees, including travel, associated with achieving the certification and recertification. Payment for all associated costs to obtain the certification may be made in advance by the department or the employee will be reimbursed once he/she achieves the certification. Employees must complete the course within one year from date of receiving any advance payment. If course is not completed within one year, the employee must refund to the County the entire advance payment within one month.

The employee shall remain in the county for at least one (1) year after achieving the certification or any costs associated with the employee achieving the certification shall be refunded to the County and deducted from the employee's final paycheck.

4.09 DATE OF HIRE, PAYROLL CHANGES, ANNIVERSARY DATES & EMPLOYMENT STATUS CHANGES

A. DATE OF HIRE

The date an employee first begins work for the County shall be his/her date of hire and shall be used in relation to the procedures governing fringe benefits and evaluations when applicable. Any break in employment of 48 hours or more will create the need for a new date of hire if that employee returns to County Service.

B. CHANGES IN EMPLOYMENT STATUS

A promotion can occur when an employee is moved from a position in one class to another position in a different class which has a higher maximum salary.

Any employee may be recommended for demotion by the Department Head with the approval of the Assistant County Administrator (if applicable) and the County Administrator for cause. A demoted employee may not be paid more than the maximum rate established for the new pay grade.

An employee moved into another position in the same job classification or to a different position with the same pay range may not be eligible for a salary increase at the time of transfer.

C. ANNIVERSARY DATES

An employee's anniversary date is effective one year from a promotion, reclassification, or transfer which also resulted in an increase in salary.

D. OTHER

When a temporary employee attains the status of regular employee in the same position, his anniversary date will be his date of hire for evaluation purposes. Leave accrual and benefits will be implemented in accordance with current rules and regulations governing same.

4.10 TEMPORARY - HIGHER CLASSIFICATION

Due to a vacancy of a budgeted position an employee may be assigned full-time to work in a higher classification up to one year, unless otherwise determined by the County Administrator. An employee required to work in a higher classification 14 consecutive calendar days or less shall be required to do so at no increase in pay. If the employee is required to work beyond this period, he or she should be given a temporary transfer to the higher classification and be paid the greater of the minimum salary of the pay range or a 5% salary increase per higher level pay grade (whichever is greater) beginning on day 15. At the conclusion of the assignment, pay shall revert to the authorized rate established for his regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal salary advancement.

One or more employees may be temporarily assigned duties/responsibilities of another budgeted position (due to vacancy, leave of absence of the incumbent, or during training periods for newly hired staff), which have a substantive impact on an employee's daily work life, are outside the normal scope, and require a new skill set. An employee assigned such duties/responsibilities for 14 consecutive calendar days or less shall be required to do so at no increase in pay. If the employee(s) is required to work beyond this period, the employee(s) will be given a temporary adjustment in pay of 5% beginning on day 15. At the conclusion of the assignment, pay shall revert to the authorized rate established for his/her regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal salary advancement.

4.11 WAGES DUE DECEASED EMPLOYEE

In the case of the death of an employee for whom an estate is not raised, any wages, travel expenses or similar amounts due the employee shall be paid by the County in accordance with the Florida Statute 222.15. An employee who does not have living parents, spouse, or children shall have the right to designate a beneficiary in writing.

4.12 BUDGET LIMITATIONS

The County Administrator must administer these Policies and Procedures within the amounts which are contained in the budget as established by the Board of County Commissioners. Accordingly, all employees are hereby placed on notice that the payment of salaries and the granting of salary increases is always subject to the availability of funds.

4.13 COMPENSATION FOR EXECUTIVE ASSISTANT TO THE MAYOR

When an employee becomes the mayor's aide, said employee will be awarded a 4% salary increase for the length of time he/she holds the position of Executive Assistant to the mayor. Said employee will acknowledge by signature on form entitled "Monroe County Employment Agreement Executive Assistant to the Mayor" that he/she understands and agrees that this additional compensation will be withdrawn if and when the commissioner is no longer Mayor.

HOURS OF WORK

SECTION 5

5.01 WORKDAYS AND WORK WEEK

A. No County Department may operate on less than a 40-hour normal work week (exclusive of lunch breaks), unless authorized in advance in writing by the County Administrator.

B. The work week shall start at 12:01 a.m. Sunday and end at 12:00 midnight Saturday, unless otherwise approved by the County Administrator.

C. Effective May 1, 1991, all newly hired regular full-time employees will be required to work 40 hours per week unless the authorized job posting states otherwise, or unless otherwise determined by the County Administrator. When an employee changes his or her position through the Promotional Opportunity system, he/she will be required to work forty (40) hours per week, unless otherwise posted.

D. All full-time employees are required to be present on their assigned jobs for the total hours in their work week unless absence from duty is authorized by the appropriate authority in accordance with these personnel policies.

E. Part-time employees are required to be present on their assigned jobs for the total number of hours for which compensations are being received, unless absence from duty is authorized by the appropriate authority in accordance with these personnel policies.

F. All absences shall be properly recorded and charged.

G. Nothing herein shall constitute a guaranteed minimum number of working hours per week.

H. Alternative work schedules (e.g., four 10-hour days) are implemented at the discretion of the Department Head for operations and sections that can utilize manpower and equipment in a more productive manner with the longer day.

I. Flextime Program – In departments where operations permit a flexible schedule, department heads may authorize a flexible schedule under the following provisions:

1. While maintaining sufficient staffing during normal office hours (defined as Monday – Friday, 8 am through 5 pm, staff may choose the following:

(1) Continue working normal working hours;

(2) Work 4 ten hour days (no earlier than 7 a.m. – no later than 7 p.m.);

(3) work 4 nine hour days and one four hour day; (4) work 5 eight hour days and use only ½ hour for lunch and arrive a half-hour later or leave a half-hour earlier; or (5) such other arrangement as are mutually agreeable with employee, supervisor, and Department Head.

2. During weeks with holidays as detailed in Section 6 of Personnel Policies and Procedures (or as otherwise granted by the BOCC), the employee will be granted time for the holiday (if not worked) for what the employee would have normally worked for that day.

3. In situations where there are multiple requests for the same schedule that leaves the department understaffed, the schedules will be rotated on the basis of seniority with the most senior county employee getting their first choice for one month and the next most senior county employee getting their schedule of choice during month two and so forth.

4. Immediate supervisor or Department Head has the right to cancel an employee's participation in the Flex Time Program due to hardship issues or abuse of the policy.

5.02 OVERTIME WORK FOR NON-EXEMPT, NON-EMERGENCY RESPONSE EMPLOYEES

Overtime is generally an unbudgeted expense and should be approved prior to time worked.

A. STATEMENT OF POLICY

1. Overtime, whether compensated with cash or time off, must be approved by the Department Head or other appropriate authority as stated in Administrative Instruction 4716 Series. The employment and work program of each Department should be arranged so as to eliminate the necessity of overtime work except in emergency situations.

2. Overtime is defined as work assigned and actually worked by any employee beyond the normal scheduled work week.

3. Employees who work more than their normally scheduled hours will be paid at their straight-time rate of pay for all hours worked up to and including forty (40) hours in a work week. Hours worked in excess of forty (40) hours in a work week will be compensated as provided below.

4. Hours physically worked in excess of forty (40) hours in a work week will be paid at one and one-half times their regular rate of pay or the employee will be granted compensatory time as described below in section 5.02 (A) (5) (b). The following leave types shall count towards the first 40 hours of an employee's schedule as "time worked" for the purposes of calculating overtime or compensatory time: vacation time, sick time, compensatory time, holiday time, administrative leave as defined in Section 8.01 (K) of this manual if the leave is paid leave, and administrative leave as defined in the County's resolution regarding compensation for emergency response work.

5. Compensatory time, if offered by the County, will be governed by the following conditions:

a. Must be authorized by the appropriate Department Head or other appropriate authority as defined in A. 1. above and the employee must consent in writing to compensatory time in lieu of time and a half monetary compensation;

b. One and one-half hours of compensatory time will be granted for each hour of overtime worked;

c. Compensatory time may be "banked"; however, the maximum balance is 240 hours. When an employee has accrued the maximum of 240 hours compensatory time, any additional overtime hours worked {i.e., over forty (40)} will automatically be paid at the time and one-half rate;

d. An employee's reasonable request to utilize accrued compensatory time will be considered; however, the County reserves the right to exercise control of the use of time off based on workload and scheduling but only if such workload and scheduling constitutes an

undue burden on the County. Paying overtime to another employee to accommodate an employee's compensatory time request is not an undue burden.

e. Upon termination of employment, an employee will be paid for all unused authorized compensatory time at a rate of compensation not less than:

(I) the average regular rate received by the employee during the last three years, or

(ii) the final regular rate received by the employee, whichever is higher.

5.03 OVERTIME WORK FOR EMERGENCY RESPONSE EMPLOYEES

Overtime for Firefighters is outlined in the negotiated IAFF Union Contract.

5.04 OVERTIME WORK FOR EXEMPT EMPLOYEES

It is the general policy of Monroe County not to compensate for overtime those employees classified as 'exempt' from the Fair Labor Standards Act. However, an Assistant County Administrator or Department Head designated by the County Administrator may approve compensation for overtime, either in compensatory time or pay, for an exempt employee who has been required to work unusually large amounts of overtime, such as during a disaster, etc.

5.05 MEAL AND REST PERIODS

A. Employees classified as regular full time will receive a total of one hour for meal/rest period per work shift, the time and sequence of which will be determined by the Supervisor and approved by the Department Head. If it is necessary for the non-exempt employee to work without a meal/rest period he/she will be otherwise compensated for that time. All other employees will receive meal or rest periods in an amount and time deemed appropriate by their Supervisor.

Meal and rest periods shall be scheduled by the Department Head consistent with the effective operation of the department and may be rescheduled whenever necessary.

B. Nursing Mothers - Section 7(r) of the Fair Labor Standards Act as amended by the Patient Protection Affordable Care Act:

For up to one year after the child's birth, nursing mothers will have a reasonable break time to express breast milk for a nursing child and be provided a place, other than a bathroom, that is shielded from view and intrusion from the public, which may be used to express milk.

HOLIDAYS

SECTION 6

6.01 OFFICIAL HOLIDAYS

With the exception of "A" & "B" below, the following are holidays which shall be observed by all County offices in which functions can be discontinued without adversely affecting required services to the public:

**New Year's Day
Presidents Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Thanksgiving Friday
*Christmas Day

* In years when December 25th (Christmas Day holiday) falls on a Tuesday, Wednesday, Thursday, or Friday the County shall also observe December 24th (Christmas Eve) as a holiday.

**In years when January 1st (New Year's Day holiday) falls on a Tuesday, Wednesday, Thursday, or Friday, the County shall also observe ½ day on December 31st (New Year's Eve) as a holiday.

In addition to the above-designated holidays, the Board of Commissioners, in its sole discretion, may grant other special holidays during the course of a year to some, or all, County employees.

A. Guardian Ad Litem – Official Holidays

The positions of Case Coordinator and Paralegal Litigation shall observe the following holidays:

New Year's Day
Martin Luther King's
Birthday Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

B. Public Defender – Official Holidays

The positions of Hearing Reporter, Sr. Systems Analyst, and Indigence Examiner shall observe the following holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

6.02 ELIGIBILITY

All salaried employees on the active payroll on the date of the holiday shall be eligible for holiday pay at their regular rate of pay. Hourly employees shall not be eligible for holiday pay. Employees must be working or on approved leave with pay the entire day before and the day after a holiday to be compensated for said holiday.

6.03 WORK DURING HOLIDAYS

Each employee shall observe all holidays designated in this Section, provided that the workload of the department is, in the discretion of the County Administrator, such that the employee's workload cannot be discontinued without causing a hardship to the County.

In the event that the workload in any department does not permit the observance of any designated holiday, all employees required to work on said designated holiday, or if holiday falls on employees designated day off, may be granted another day's leave in lieu of the holiday or paid for the work performed on the holiday, as determined by the Department Head.

6.04 HOLIDAYS FALLING ON WEEKENDS OR WHEN COUNTY FACILITIES ARE NORMALLY CLOSED

Unless otherwise specified by the Board of County Commissioners - when a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday - when a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

For County facilities normally open on Saturdays and Sundays, when a holiday falls on a Saturday or Sunday, those facilities will observe the holiday on the actual holiday in lieu of the normally scheduled County Holiday.

For County facilities normally closed on Sundays and Mondays, when a holiday falls on a Sunday or Monday, those facilities will observe the holiday on the following Tuesday.

6.05 HOLIDAY DURING PAID LEAVE

Employees on annual or sick leave during periods when designated holidays occur, shall not have the day of the holiday charged against their accrued leave.

6.06 OBSERVANCE OF RELIGIOUS HOLIDAYS

Employees who choose to observe other "holidays" for religious or other reasons must do so by utilizing annual leave pursuant to Section 7.

LEAVE WITH PAY

SECTION 7

7.01 ANNUAL LEAVE

A. ELIGIBILITY

All salaried employees with regular status working 20 hours or more per week shall earn and accrue annual leave with pay. Hourly employees will not accrue annual leave.

B. ACCRUAL

Annual leave for regular, employees shall be earned in accordance with the following table:

Years of Continuous Service	Hours of Leave Earned During Each Calendar Month	Hours of Leave Earned During Each Calendar Month
	40 HPW	37 ½ HPW
1 through 3 years	4 hours per bi-weekly pay period (13 working days per year)	3.75 hours per bi-weekly pay period (13 working days per year)
4 through 10 years	5 hours per bi-weekly pay period (16 1/4 working days per year)	4.75 hours per bi-weekly pay period (16.5 working days per year)
11 through 15 years	6 hours per bi-weekly pay period (19 1/2 working days per year)	5.75 hours per bi-weekly pay period (19.9 working days per year)
16 through termination of employment	7 hours per bi-weekly pay period (22 3/4 working days per year)	6.75 hours per bi weekly pay period (23.4 working days per year)

Monroe County currently has a bi-weekly pay period system commencing at 12:00 a.m. Sunday, ending two Saturdays later at 11:59 p.m. There are 26 pay periods per year.

Annual leave for employees working less than 40 hours per week, but more than 20 hours per week will be prorated according to the hours worked.

When there has been a break in employment of 48 hours or more, the employee, upon reinstatement or re-employment, will begin earning annual leave as a new employee.

Employees who are on leave without pay status for more than 8 hours during a pay period will not accrue annual leave for that pay period.

C. 1. Annual leave may be used on a payday -to- payday basis as it is earned according to scheduling requirements and may be accumulated up to 60 working days with a maximum of 480 hours. Any time earned in excess of this amount as of April 1 each year will be paid to the employee at their regular rate of pay. Individual employees are responsible for monitoring their own leave balance. For example:

Average Hours worked per week	Hours worked per day	Maximum hours accrual
40	8	480
30	6	360
25	5	300
24	4.8	288
20	4	240

D. 1. All annual leave must be approved in advance by the applicable Department Head or the Assistant County Administrator/County Administrator depending on the position held by the requesting employee. The employee shall fill out his Leave Request Form and submit it to the Department Head, who has the right to deny an employee's request for annual leave, if granting such leave at that time would be detrimental to County operations. Upon such denial, the employee may request the leave at another time. The Department Head is responsible for verifying that the employee does have sufficient accrued leave to cover the period of absence, and should return the leave request to the employee indicating approval or denial, within seven (7) days of receipt of the request, unless a valid reason is given to the employee for the delay.

E. ANNUAL LEAVE PAY UPON SEPARATION

If the payment of annual leave is approved by the County, computing said leave pay will be based on the employee's regular rate of pay and terms of separation.

Upon enrollment into DROP, all vacation time will be paid to the employee upon completion of the appropriate payroll forms (Approved by BOCC June 10, 1998).

F. RESTRICTIONS

Annual leave may be used for any purpose; however, it is a privilege incident to County service and is not a right, and may only be used by the employee if taken prior to termination for cause or in accordance with these policies, with the following restrictions:

1. Annual leave may not be taken until accrued in accordance with these rules.

2. Employees will not accrue annual leave during a leave of absence without pay, a suspension or when the employee is otherwise in a non-paying status.

3. Section 11.01-Resignations.

4. Employees who leave the County service without proper notice or who are terminated for just cause may be denied payment of accrued annual leave.

7.02 SICK LEAVE

A. ELIGIBILITY

All salaried employees with regular status working 20 hours or more per week shall have the privilege of accruing sick leave in accordance with these policies. Hourly employees will not accrue sick leave.

Employees shall not be eligible to use sick leave until they have been in the County service for 90 days, unless recommended by the Department Head and approved by the Assistant County Administrator or County Administrator. Verification of illness by a physician may be required.

B. ACCRUAL OF SICK LEAVE

All regular, full-time employees will accrue 4 hours sick leave per pay period.

There will be no limit of the amount of sick leave that can be accrued.

Sick leave for employees working less than 40 hours per week, but at least twenty (20) hours per week will be prorated according to the hours worked.

When there has been a break in service of 48 hours or more, the employee upon reinstatement or re-employment will begin accruing sick leave as a new employee. Employees who are on leave without pay for more than 8 hours during a pay period will not accrue sick leave for that pay period.

C. USE OF SICK LEAVE

1. Sick leave shall be used only with the approval of the applicable Department Head or the Assistant County Administrator/County Administrator depending on the position held by the requesting employee and shall not be authorized prior to the time it is earned and credited to the employee except in cases of prearranged medical appointments, surgery, or other health-related matters.

2. Sick leave shall be authorized only in the event of:

a. The employee's personal illness, injury or exposure to a contagious disease which would endanger others.

b. Illness or injury of a husband, wife, domestic partner, father, mother, legal guardian, son or daughter (including adopted or foster child).

c. The employee's personal appointments with a practitioner when it is not possible to arrange such appointments for off-duty hours, but not to exceed the extent of time required to complete such appointments.

d. Prearranged surgery or other health-related matters.

D. Monroe County has established a Sick Leave Pool for eligible full-time employees designed to aid the employee suffering from an extended illness or injury (See Administrative Instruction 4702 for rules and enrollment procedures).

7.03 MEDICAL JUSTIFICATION

A. Sick leave is a privilege, and not a benefit. In fact, use of sick time actually causes a hardship on the County. The County must, therefore, ensure that employees utilizing sick leave are complying with Section 7.02 of these policies and procedures.

Employees must meet the following conditions in order to be granted sick leave with pay:

(1) Notify his/her immediate Supervisor as soon as the employee learns that he/she will be unable to report to work in accordance with individual department policy. The employee shall call in to his/her immediate Supervisor at least one (1) time on each consecutive shift thereafter, that the employee will miss work because of sick leave.

(2) File a written report (after returning to work) explaining the nature of the illness when required, by her Supervisor or Department Head.

(3) Permit medical examination, nursing visit or any County inquiry (telephone call, visit to the employee's house, etc.) deemed appropriate by the County to document the illness of the employee or family member.

The Department Head is responsible for following up on sick leave use and for ensuring that there is no sick leave abuse. The Department Head may require any employee to bring in a note from his or her personal physician for absences of three (3) consecutive working days or more. However, if a Department Head reasonably suspects that an employee is abusing sick leave, said Department Head may require that any use of sick leave by the employee for herself or family member be justified by a note from a physician. Further, in the event that a Department Head is unsatisfied with the initial doctor's note, he may require the employee or family member to be examined by a County - designated physician at the County's expense.

B. If it is determined that the employee is unfit to continue working, the Department Head may require the employee to use any part of his accrued sick leave, compensatory time or annual leave and may thereafter require the employee to take such leave without pay as is medically determined sufficient to restore him to normal health, however, this will in no way prevent the County from separating him from employment if the absence would be of such duration as to pose a hardship on the operations of the Department.

C. The Department Head may require, at any time, an employee to present medical evidence that he is physically or mentally fit to work and/or the Department Head may require an employee to be examined by a County-designated physician or psychiatrist, at the County's expense.

7.04 NOTIFICATION OF ABSENCE

(SEE 7.03 A)

If absent for three consecutive workdays without reporting to the Supervisor a reason sufficient to justify the absence, the employee may be removed from the payroll as having voluntarily resigned without notice. The Supervisor is to notify the Department Head. Any unauthorized absence may be cause for disciplinary action, up to and including termination.

7.05 FUNERAL/BEREAVEMENT LEAVE

A. All employees covered under this policy, including temporary employees, shall be granted up to four working days off with pay in the event of a death in an employee's immediate family. Additional time off (over and above the four working days herein provided) may be approved by the Department Head and charged to sick or annual leave. Additionally, the County may require proof of death of a family member before making payment for leave. The immediate family shall be construed to mean one of the following: Husband, Wife, father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, niece, domestic partner, domestic partner's father and mother, legal guardian, grandparent or in-laws father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half- brother, half-sister.

7.06 HOLIDAYS DURING SICK LEAVE

Holidays occurring while an employee is on sick leave shall not be charged against the employee's sick leave balance.

7.07 PAYMENT OF UNUSED SICK LEAVE

A. An employee who terminates with less than five (5) years continuous service shall not be paid for any unused sick leave credits.

B. Employees with varying years of continuous service shall, upon separation, from the County in good standing, death, or retirement, receive incentive sick leave pay as follows:

5 to 10 years of service - 1/4 of all accrued sick leave, with a maximum of 30 days.

10 to 15 years of service - 1/2 of all accrued sick leave, with a maximum of 90 days.

15 years or more - 1/2 of all accrued sick leave, with a maximum of 120 days.

C. The payments made as terminal pay for unused sick leave, whether paid as salary or otherwise, shall not be used in the calculation of average final compensation for retirement.

D. Employees who leave the County service without proper notice or who are terminated for just cause may be denied payment of accrued sick leave.

7.08 TRANSFER OF LEAVE

An employee who resigns from any entity or organization to accept a position with the county will not be credited with hours of unused sick or annual leave which was accrued while employed by that entity or organization.

8.01 ADMINISTRATIVE LEAVE

Administrative leave is leave with pay that is not charged to the employee's sick or annual leave.

A. JURY DUTY AND COURT LEAVE

1. A full-time employee who is summoned to jury duty by a city, the County (Monroe), the State of Florida, or the Federal Government or subpoenaed to appear in court as a witness in a criminal or civil action arising from his or her county employment shall be granted time off with pay for the time actually spent on jury duty or in the court appearance. Fees paid by the court will be retained by the employee unless otherwise determined by the County Administrator. As conditions precedent to receiving time off with pay for jury duty or court appearance of the aforesaid nature, the employee must:

a. Notify his/her Department Head of the summons or subpoena immediately upon receipt, produce the summons or subpoena to his/her Department Head upon request, and provide the Department Head with an estimate of the duration of the absence;

b. Report to the Department Head immediately upon the conclusion or continuance of such jury duty or court appearance;

c. Report status of jury duty to supervisor or designee on a daily basis.

2. Any employee on jury duty as specified above, and who is released or excused from jury duty during normal working hours, will immediately contact his or her supervisor in order to determine whether the employee will be required to report back to work. Employees who work a 24-hour shift, will contact their Department Head (or designee) when released from jury duty. If the Department Head (or designee) determines that the employee could not effectively complete his or her work shift, the employee may be granted time off with pay for the remainder of the shift.

3. The County, in its discretion, may reschedule the working hours and days of work of an employee employed on other than a full-time basis who is summoned to jury duty or subpoenaed to appear in court as a witness by a city, the County (Monroe), the State of Florida, or the Federal Government in a criminal or civil action arising from his or her county employment. If, in the County's judgment, it is not feasible or practical to schedule the employee's hours of work around such, the County shall grant the employee time off with pay for the time actually spent on jury duty or in the court appearance. As conditions precedent to receiving time off with pay for jury duty or court appearance of the aforesaid nature, the employee must abide by the provisions contained above in Section 8.01 A-1, (a) and (b).

4. If any employee is subpoenaed as a witness other than in the specific circumstances described above, the County will grant the employee leave without pay to the extent that the Department Head so approves.

5. Notwithstanding any of the provisions of Section 8.01-A above, no employee shall receive pay from the County where the employee is a plaintiff, claimant, or witness against the County in a matter contrary to the County's interests.

6. Any employee subpoenaed or otherwise requested to be a participant in any legal matter related to County business must inform the County Attorney's office as soon as possible after receiving said notification.

B. ELECTIONS

An employee who is a properly registered voter and who lives at such distance from his assigned work locations as to preclude his voting outside of working hours may be authorized by the Department Head to have a maximum of two hours of leave with pay for this purpose. An employee shall not be granted administrative leave to work at the polls during elections.

C. MEETINGS

In cases where it is deemed by the Department Head to be beneficial to the County, an employee may be granted leave with pay to attend such professional meetings (See Section 2.10) or conferences as may contribute to the effectiveness of his employment (See Section 15 - Travel - for reimbursement procedures).

D. EXAMINATIONS

An employee may be granted leave with pay while taking examinations before a Federal, State or County agency, provided such examinations are pertinent to his County employment, if approved by the Department Head.

E. MILITARY LEAVE – In accordance with F.S. 115

1. Military Training - Employees who are reserve enlisted personnel in the United States military or naval service, or members of the National Guard will be granted leave with full pay during days which they are engaged in military or naval training. Leave shall not exceed 240 working hours in any one annual period (beginning October 1 and ending September 30 of the following year). Administrative leave of absence for additional time shall be without pay and shall be granted without loss of time or efficiency rating. The employee will not be required to use annual leave or similar leave (comp time) in lieu of LWOP. Does not include Armory Drills or Multiple Training Assemblies.

2. Military Service - Employees who are enlisted personnel in the National Guard, or a reserve of the U.S. Armed Forces will be granted leave to perform active military service for the first 30 days with full pay. Paid leave shall also include the period during which a person in military service is absent from duty on account of sickness, wounds, leave, or other lawful cause.

Period of active military service shall begin with the date of entering upon active military service and shall terminate with death or a date 30 days immediately next succeeding the date of release or discharge from active military service, or upon return from active military service, whichever shall occur first.

Military earnings will be retained by the employee.

3. Examinations for Military Service – Any employee who is ordered by the Selective Service Board to appear for a physical examination for induction into the military service shall be granted leave with pay for this purpose.

4. Re-employment – National Guard Members – A member of the National Guard who returns to work after serving on state active duty will maintain seniority and other benefits as outlined in F.S. 250.482.

F. USERRA – Uniformed Service Employment and Reemployment Rights Acts of 1994. Does not apply to "state" military duty or governor call-ups of National Guard Members. Please refer to "E" above for leave policy.

In addition to "E" above:

USERRA covers employees who are:

Active or reserve: Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, or Air National Guard, Commissioned Corps of the Public Health Service, and Any other category designated by the President in time of war or emergency. In addition, protects former and retired members and applicants for future service with a uniformed service.

USERRA does not include temporary employees unless employment is for a brief period with no reasonable expectation of continuance for a significant period of time.

USERRA covers voluntary and involuntary.

For purposes of military leave covered by USERRA – "Service" is defined as: Active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absence for examination to determine fitness for any of the above forms of duty and funeral honors duty by National Guard or Reserve.

Employees will receive up to 5 years military leave of absence (which includes reemployment rights). Types of service that do not count against an employee's five-year maximum includes: Inactive duty training (drills), annual training, involuntary recall to or retention on active duty, voluntary or involuntary active duty in support of war, national emergency, certain operational missions, or additional training requirements determined and certified in writing by the Service Secretary, and considered to be necessary for professional development or for completion of skill training or retraining.

Certain specific exceptions will continue to protect beyond the five-year time period: Service required to complete an initial period of obligated service: Six-year active duty stint as an enlistee with the U.S. Navy's nuclear power program; Service from which a person, through no fault of the person, is unable to obtain a release within the five-year limit; Required training for reservists and National Guardsmen; Service under an involuntary order to, or to be retained on, active duty during domestic emergency or national security related situations; Service under an order to, or to remain on, active duty (other than for training) because of a war or national emergency declared by the President or Congress; Active duty (other than for training) by volunteers supporting "operational missions" for which selected reservists have been ordered to active duty without their consent; Service by volunteers who are ordered to active duty in support of a critical mission or requirement in times other than war or national emergency and when no involuntary call-up is in effect; and Federal service by members of the National Guard called into action by the President to suppress an insurrection, repel an invasion, or to execute the laws of the United States.

1. BENEFITS WHILE ON LEAVE – Beginning on the 31st day and beyond, there will be no health insurance coverage. Employees will be offered coverage under COBRA.

2. RE-EMPLOYMENT (Military time served must be satisfactory. Must not be 'less than

honorable conditions".)

A returning employee's notification of intent to return to work must be made promptly following completion of military service.

Service of 1 – 30 days: the beginning of the next regularly scheduled work period on the first full day following completion of service and expiration of an 8-hour rest period following safe transportation home.

Service 31-180 days: application for reinstatement must be submitted no later than 14 days after completion of military duty.

Service of 181 or more days: application for reinstatement must be submitted no later than 90 days after completion of military duty.

The deadline for reinstatement may be extended for employees who are convalescing due to a disability incurred during service.

The employee must report back to work as soon as possible. Failure to report (unless through no fault of the employee) will be handled in accordance with the County's policies.

Returning employee's pension plan accruals and vesting will continue as though no break in service had occurred except in limited situations (regarding health benefits as defined under the Act).

Upon re-employment, the employee has 3 times the length of service (not to exceed 5 years) to make payments to any contributory plan and the County will fund any resulting obligation of the plan within the same time).

When re-employed, the health insurance coverage will start from day 1 and there will be no waiting period.

G. ADMINISTRATIVE LEAVE FOR RE-EXAMINATION OR TREATMENT BY VETERANS ADMINISTRATION WITH RESPECT TO SERVICE-CONNECTED DISABILITY – In accordance with F.S. 110-119.

Any employee of the County who has been rated by the Veterans Administration to have incurred a service-connected disability and has been scheduled by the Veterans Administration to be re-examined or treated for the disability shall be granted administrative leave for such examination or treatment without loss of pay or benefits. In no event shall the paid leave under this section exceed six (6) calendar days a year. A leave request should be submitted to the Department Head for said leave as far in advance as possible.

H. BLOOD DRIVES

Employees will be granted leave with pay to donate blood during the County's organized Blood Drives.

I. EMERGENCY RESPONSE VOLUNTEERS

1. Any employee who is a documented member of an Emergency Response Team will not be charged annual or sick leave or be required to use accrued compensatory time when called to respond to a legitimate emergency. The County reserves the right to require documentation that an emergency did in fact exist.

2. Any employee who is a member of an Emergency Response Team should inform the County at the time of employment interview or if already employed by the County, upon becoming a member of such a Team. Failure to do so could result in disciplinary action.

J. MENTORING PROGRAM

Pursuant to Resolution 100-2000, county employees may mentor a child in the Monroe County School District for up to one hour per week (not to exceed five hours per calendar month). Leave will be granted after taking into consideration the impact on such leave on the employee's work unit. If an employee is granted administrative leave under this section and does not use the administrative leave as authorized in this section, the employee shall not accrue or be paid for such unused leave.

K. County Administrator may approve administrative leave for other business-appropriate circumstances. Examples include but are not limited to: employee suspension while a workplace investigation is being conducted if recommended by the department head, an unforeseen extreme personal crisis, and unexpected shutdowns of County facilities. Employees should discuss their circumstances and make requests with their Supervisor, Department Head, or Human Resources Administrator.

8.02 DISABILITY LEAVE - WORKERS COMPENSATION

A. ELIGIBILITY

An employee, who sustains a County Service-connected disability which prevents the employee from carrying out his regular duties or any other duties as assigned, shall be entitled to disability leave within the guidelines of this Section.

B. DEFINITIONS

1. Date of Disability - The date on which the disability began, or the last day of duty following injury, whichever is later.

2. Service-Connected Disability - A physical condition, resulting from accident or injury in the line of duty, which prevents an employee from performing his regular duties or any other duties as assigned.

C. DISABILITY DETERMINATION

Determinations of the existence and service connection of a disability shall be made in accordance with the Florida State Workers Compensation Act which provides that the employer is responsible for furnishing employees, who have incurred service-connected disabilities, with such remedial treatment, care and attendance under the direction and supervision of a qualified physician, surgeon, or other recognized practitioner. The County reserves the right under the provisions of this Section to specify the physician or surgeon or recognized practitioner to handle any and all service-connected disability cases.

Disability determination shall be made based on:

1. All facts in the service history of the case.

2. The findings of the medical examiner assigned by the Workers Compensation carrier.

3. Such evidence as the employee may submit, at his own expense, of the service connection of his disability.

4. Other relevant evidence submitted to the medical examiner.

5. There shall be no presumption that any disability is service connected, unless such a presumption exists as a matter of law.

6. Any condition which is self-inflicted or caused by another person for reasons personal to the employee and not because of his employment shall not be considered as disability under this provision.

D. WORKERS COMPENSATION CLAIMS

1. It is the responsibility of the employee to report any and all job-related injuries to his or her immediate Supervisor as soon after the injury occurs as possible. All Notice of Injury must be reported to Worker's Compensation office.

It is the responsibility of the Supervisor to file a Notice of Injury Form and Supervisor's Report with the Employee Benefits Section, as soon as possible. A fine of $500 will be assessed against the County by the State of Florida for a claim that is not filed on a timely basis. The Notice of Injury Form must be complete.

2. An employee who sustains a job-related injury resulting in disability that is compensable under the Workers Compensation Law, Chapter 440, Florida Statutes, shall have a seven (7) calendar day waiting period before Workers Compensation Benefit payments begin. During this waiting period, an employee may elect to use sick leave, annual leave, or documented compensatory time to receive normal salary.

3. Time spent obtaining medical treatment after seven (7) day waiting period related to the workers compensation injury will be paid for by the employing department and will not be charged against the employee's sick, annual or other accrued hours. The employee shall obtain the "Authorization for Treatment Evaluation" form from the Worker's Compensation Office and have the physician complete and forward to the workers' compensation office so that the employee no be charged sick/annual hours.

4. If disability continues into the eight (8th) calendar day, normal Workers Compensation payments would begin at a rate of 66 2/3% of the employees' gross salary, computed on their average weekly wage for 13 weeks prior to the date of injury, in accordance with the Workers Compensation Law.

5. If disability continues into the twenty-first (21st) calendar day, the employee will receive Workers Compensation benefits retroactive to the date of injury, at the same rate discussed in #2, in accordance with the Workers Compensation Law. Any sick leave, annual leave, or compensatory time used by the employee for this seven (7) day period will be replaced on the books, based percentage wise on Workers Compensation Benefits paid.

6. After seven (7) calendar days, the disabled employee will continue to receive Workers Compensation benefit payments every two weeks until their physician releases them to return to work.

7. If requested by the employee, a review of the case will be made by a committee composed of a

representative of the Human Resources and/or Employee Benefits offices and the employee's Department Head, and a written recommendation may be made to the County Administrator that the employee be allowed to use annual leave, sick leave and/or approved compensatory time in an amount necessary to receive a salary amount that will supplement their Workers Compensation payments up to the total net salary received prior to the disability. In no case shall the employee's salary and Workers Compensation benefits combined exceed the amount of their regular salary payments.

8. The disabled employee will continue to accrue both sick leave and annual leave during the period of disability.

9. An employee placed on light-duty by his or her physician, may enroll in the Light-Duty Program as written in Administrative Instruction 7401.

10. When an employee on Workers Compensation can no longer perform his/her normal job duties, he/she may be separated from employment, if approved by the County Administrator, in accordance with the laws of the State of Florida governing Workers Compensation and these policies and procedures.

8.03 PREGNANCY, MATERNITY AND CHILD CARE LEAVE

A. PREGNANCY

1. An employee who knows in advance that he/she intends to request Maternity or Child Care leave shall notify, in writing, their Department Head or Supervisor at least thirty (30) days prior to the requested time of leave. Eligible employees shall submit a "Family and Medical Leave Act Leave Request" form (see Section 8.05)

2. An employee whose duties may be considered hazardous enough to cause the employee to become medically disabled anytime during the pregnancy will be required to furnish medical evidence of her fitness to continue in the performance of her duties beyond that time. A Department Head may request this determination at any time he/she deems necessary for the health or welfare of the employee.

3. A pregnant employee may continue her employment as long as she is able to properly perform the required duties of the job, and these duties are stated in writing by her physician to be non-hazardous to the employee and the unborn infant.

B. MATERNITY LEAVE

1. Disabilities arising out of pregnancy, childbirth and recovery there from, shall be treated the same as other temporary, non-job-connected disabilities in terms of eligibility for use of sick leave, annual leave, or leave of absence.

2. A regular employee who has completed the standard probationary period may request a maternity leave of absence without pay for childbirth, recovery and child-rearing following birth of up to six (6) months after all accrued sick and annual leave has been used. Such approval is subject to scheduling and workload requirements. The County reserves the right to require employee(s) to return to work when it is no longer medically necessary to be away from their job, if workload and scheduling requirements require the employee's return in accordance with the Family and Medical Leave Act.

3. Any such leave must be requested in advance and approved by the applicable Department Head who may approve the length of said leave based on workload, scheduling, and the employee's physical ability to return to work.

4. An employee approved for maternity leave shall be eligible to return to work at any time during the leave of absence upon presentation of medical certification indicating that she is able to satisfactorily perform her original duties.

5. An employee returning from an approved maternity leave of absence shall resume her duties in the position held prior to childbirth or a similar position with like pay.

6. An employee who fails to return from an approved maternity leave of absence shall be considered to have abandoned her position and shall be terminated from the County Service unless proper resignation procedures are followed.

C. CHILD CARE LEAVE

Child Care Leave is an absence available to eligible employees under the Family Medical Leave Act for up to 12 weeks (see Section 8.05).

8.04 LEAVE OF ABSENCE WITHOUT PAY

A. EDUCATIONAL LEAVE

1. An employee with at least twelve (12) months of satisfactory service may be granted leave of absence without pay for the purpose of furthering his/her education, if it is determined by the County Administrator, in his discretion, that such education will be of clearly foreseeable benefit to the County.

2. Leaves of this type shall not normally exceed twelve (12) months; however, the Department Head may approve an extension of such leave if an individual case is justified and approved by the County Administrator.

B. PERSONAL LEAVE

1. If recommended by the Department Head, an employee with at least twelve (12) months of satisfactory service may be granted leave without pay for reasons other than those stated in the previous paragraphs for a period not exceeding six (6) months; provided the County Administrator deems such leave to be justified, and not detrimental to the operations of the Department.

C. SCHEDULING AND APPROVAL OF LEAVE OF ABSENCE WITHOUT PAY

1. All leave of absence without pay must be approved in advance. The employee shall fill out the Leave Request Form and submit it to the Department Head for approval. The Department Head will submit the approval form to the Assistant County Administrator/County Administrator for approval. A completed copy of the Leave Request Form will be forwarded to the Payroll Department along with the Employee's Time Sheet whenever possible and a copy placed in the employee's official personnel file.

2. Leave without pay is not intended as a convenience for the employee but rather to help the

employee in cases where an emergency exists after all available time has been used. In cases of short-term absences (except as noted in 8.04 A & B) where the employee has no leave available, such leaves may be processed without the prior approval of the County Administrator.

D. LEAVE OF ABSENCE - GENERAL PROVISIONS

1. RETURN FROM LEAVE OF ABSENCE

An employee returning from approved leave shall be entitled to employment in the same Department and the same or equivalent classification wherein employed when said leave began, provided the employee is physically capable of performing the required duties, and that there is such a vacant and budgeted position available.

2. EFFECTIVE DATE

Leave of absence shall be effective the first date of approved absence and shall continue through the last date of approved absence.

3. LIMITATIONS ON LEAVE WITHOUT PAY

a. Fringe Benefits - An employee shall not earn benefits while on leave without pay status. This would include, but not necessarily be limited to, sick, vacation and holiday leave.

b. Wage Increases - The time during which an employee is on leave without pay may not count toward eligibility for wage increases. Nor may an employee receive any wage increases while on leave without pay; unless special approval is obtained from the County Administrator.

c. Employees on an approved leave of absence without pay that is covered under the Family and Medical Leave Act will not lose the benefits that the employee earned or was entitled to before using FMLA leave.

E. INSURANCE COVERAGE WHILE ON LEAVE OF ABSENCE

1. The County will continue to maintain group insurance benefits for employees while on approved paid leave status.

2. Employee Coverage - In most cases the County will not maintain Group/Health insurance benefits for employees on leave without pay status, except in the case of debilitating/catastrophic illness, of the employee or member of the immediate family for which the care of that family member is the responsibility of the employee. In accordance with 8.04 (C), the Department Head or Assistant County Administrator shall approve the absence and communicate with the Employee Benefits Committee. The Employee Benefits Committee is comprised of the County Administrator, the Employee Services Director and the Administrator, Benefits. The Committee will review each case to determine whether employee coverage should be maintained as verified by a physician, up to six (6) months. Employees covered under the Family and Medical Leave Act will be granted up to 12 weeks of insurance benefits as stated in Section 8.05.

During the period of leave without pay, said employees must continue to make monthly premium payments for themselves in accordance with their bi-weekly payroll payment schedule in order to continue health insurance coverage. Failure to make payment(s) on a timely basis will result in termination of coverage.

3. Dependent Coverage - Monroe County employees elect dependent coverage under a group plan at their own expense. Monroe County uses the bi-weekly payroll deduction system for payment of dependent coverage premiums for employees. However, if for any reason an employee is not due to receive a paycheck in an amount sufficient to deduct said premium, that employee is responsible for making the premium payments to the Employee Benefits Section in accordance with their payment schedule. As long as an employee is in good standing, as in the case of approved leave without pay status, he or she may make premium payments and coverage will remain in effect. Failure to make payments on a timely basis will result in termination of coverage.

4. Extension of Group Insurance benefits will be awarded in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), effective October 1, 1986. Information regarding this Act is available in the Employee Benefits Section.

8.05 FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA) (FAMILY AND MEDICAL LEAVE ACT OF 1993.

A family leave of absence, and/or medical leave of absence, is an approved absence available to eligible employees. An eligible employee is entitled to 12 weeks of leave per calendar year (January – December) (#1, 2, 3, and 5) or a combined total of 26 weeks of leave (for #4) during the calendar year to care for:

1)- The employee's newborn child or child placed with the employee for adoption or foster care (leave must conclude within 12 months of placement and may be taken by either parent);

2)- The employee's spouse, child, or parent with a serious health condition, or

3)- An employee's own serious health condition.

4)-For the spouse, child, parent, or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for serious injury or illness.

5)-For the spouse, child, or parent, is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation.

If the employee is requesting FMLA qualifying leave, all accrued sick and annual leave must be taken first. Paid leave so taken will be counted against the employee's total FMLA leave entitlement. The employee will be notified that paid leave will be counted as FMLA leave within five (5) business days of making that determination. The notice will be confirmed in writing to the employee on or before the following payday.

A. ELIGIBILITY

To be eligible, an individual must have been employed at Monroe County:

- For at least 12 months, and

- For at least 1,250 hours of service during the 12-month period immediately preceding the leave.

Subsequent eligibility will be determined by looking back to the beginning of that calendar year from the

first day of a new FMLA leave period which is requested by the employee. FMLA leave may not exceed twelve weeks during the calendar year or a combined total of 26 weeks. An eligible employee shall be entitled to a combined total of 26 work weeks of leave for family, medical and/or service member leave. Husbands and wives working for the same employer are only granted a combined 12 weeks of leave; however, both spouses may each take 12 weeks to care for a child with a serious health condition.

The determination of whether an employee meets the minimum service and hour requirements of the FMLA must be made by Monroe County as of the date the leave commences, and Monroe County will advise the employee whether he or she is eligible with five (5) business days after making a determination of eligibility.

B. PROCEDURES

A "Request for Family and Medical Leave of Absence" form should be completed by the employee as part of the notice and reporting requirements. The employee shall notify the Department Supervisor of the need for leave either verbally or by completing the FMLA form. (In any event, the employee shall fill out a Leave Request Form in accordance with the County's Policies and Procedures in order to request leave.) After completing the form in detail and signing it, the employee or Supervisor must submit it to Human Resources for approval. Notification shall be given at least thirty (30) days in advance of the effective date of the requested leave if the need for leave is foreseeable.

The "Certification of Health Care Provider" form must be completed and signed by the health care provider. Failure to have the form completed may result in a delay for the approval of leave.

C. BASIC REGULATIONS AND CONDITIONS OF LEAVE

1. Monroe County will require the employee to fill out a request for Family and Medical Leave of Absence form that included the "Certification of Health Care Provider" form supporting the need for leave due to a serious health condition affecting the employee or employee's spouse, child, or parent or next of kin in the case of service member family leave.

2. Monroe County may, at its own expense, require a second medical opinion and periodic re-certification. If the first and second medial opinions vary, Monroe County may, at its own expense, require the binding opinion of a third healthcare provider, approved jointly by Monroe County and the employee.

3. If medically necessary, such leave may be taken intermittently or on a reduced work schedule. If FMLA leave is for both birth and care or placement for adoption or foster care, use of intermittent leave is subject to approval.

The decision to grant leave or to temporarily transfer the employee on this basis rests solely with the County Administrator based on a medical certification provided with the Family Medical Leave of Absence Form.

4. When husband and wife are both employed by Monroe County, together they are entitled to a total aggregate of twelve weeks of Family Leave or a combined total of 26 weeks for service member leave.

5. Employees requesting FMLA qualifying leave will be required to substitute paid vacation and sick leave for all or party of any (otherwise) unpaid FMLA leave.

6. While on any unpaid part of an FMLA qualifying leave, no time will be accrued by the employee. Upon return to work, leave will accrue based upon established policy.

D. DESIGNATION OF LEAVE

Monroe County shall designate an employee's absence toward the employee's 12-week FMLA entitlement as soon as it is known that the employee's absence qualifies as FMLA leave. Monroe County will notify the employee that his/her leave will be designated as FMLA leave within five (5) business days. The notification to the employee can be oral but will be confirmed in writing no later than the next regular payday.

Injuries entitling employees to workers' compensation frequently qualifies as serious health conditions for purposes of FMLA leave eligibility. Monroe County shall count an employee's workers' compensation absence toward the employee's 12-week FMLA entitlement as stated above. If it is found that the absence does not qualify under the FMLA, Monroe County will withdraw the designation with written notice to the employee.

E. EMPLOYEE NOTICE AND REPORTING REQUIREMENTS

1. When FMLA qualifying leave is foreseeable, an employee must give Monroe County thirty (30) days advance notice.

2. When such leave is not foreseeable, an employee must give notice as soon as practicable. According to the FMLA regulations, "as soon as practicable" means within one or two working days of learning of the need for leave, except in extraordinary circumstances.

3. If an employee fails to satisfy the thirty (30) day notice without reasonable excuse, Monroe County may, at its discretion, postpone the leave until the notice requirement is satisfied.

4. The employee may be required to submit periodic reports during FMLA leave regarding the employee's leave status and intent to return to work. This requirement may be satisfied by the employee's personally telephoning his or her immediate supervisor.

F. HEALTH BENEFITS DURING LEAVE OF ABSENCE

1. Monroe County will continue group health coverage for an employee on leave at the same level and under the same conditions that existed while he or she was working. The employee must pay his/her individual premium and dependent coverage premium for any unpaid leave. Payment for the individual and dependent coverage must be received in the Group Insurance Office every payday in order to continue coverage. Failure to pay dependent coverage during this unpaid leave will result in termination of coverage.

2. In the event that the employee does not return to work at Monroe County following FMLA leave, the employee can be required to reimburse Monroe County for health insurance premiums paid to continue the employee's health coverage during FMLA leave, unless the employee is unable to return to work due to a continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave or other circumstances beyond the employee's control.

Questions regarding the FMLA should be addressed to the Human Resources office.

8.06 DOMESTIC OR SEXUAL VIOLENCE LEAVE

Definitions:
"Domestic Violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

"Sexual Violence" is sexual battery, or lewd or lascivious acts committed on, or in the presence, of, someone under the age of 16; or luring or enticing a child; or sexual performance by a child; or any other forcible felony involving a sexual act, regardless of whether criminal charges were filed, reduced or dismissed.

Employees are permitted to request and take leave in connection with domestic or sexual violence under certain circumstances. This applies to employees who have been employed for 3 or more months.

Eligible employees can take up to 3 working days of leave in any 12 month period if the employee, or family or household member of the employee, is the victim of domestic or sexual violence. Employees shall use annual or sick leave when available to cover this leave. This leave applies if the employee is:

-Seeking an injunction for protection against domestic violence or an injunction for protection in cases of repeated violence, dating violence or sexual violence;

-Obtaining medical care or mental health counseling, or both, for the employee or family or household member to address physical or psychological injuries resulting from the act of domestic or sexual violence;

-Obtaining the services from a victim-services organization, including, but not limited to, a domestic or sexual violence shelter or program or a rape crises center as a result of a domestic or sexual violence act;

-Making the employee's home secure from the perpetrator of the domestic or sexual violence or to seek new housing to escape the perpetrator; or

-Seeking legal assistance in addressing issues arising from the domestic or sexual violence or attending and preparing for court-related proceedings arising from the domestic or sexual violence.

Except in cases of imminent danger to the health or safety of the employee, family or household member, employees seeking such leave must provide their employer with appropriate advance notice of the leave as required by policy (see Section 7.01 C(2) and 7.02 C) along with sufficient documentation of the domestic or sexual violence act as required by the employer.

All information relating to the employee's leave for domestic or sexual violence must be kept confidential.

STANDARDS OF EMPLOYMENT, DISCIPLINARY ACTION AND APPEALS

SECTION 9

9.01 INTENTION

It is the intention of the Board of County Commissioners that effective supervision and employee relations will avoid most matters which necessitate disciplinary action. The purpose of rules and disciplinary action for violating such rules is not intended to restrict the rights of anyone; but to ensure the rights of all, and secure cooperation and orderliness throughout the County Service. For minor, non-serious offenses, whenever possible, the administration of discipline will be characterized as constructive, corrective, and progressive.

9.02 RESPONSIBILITY FOR ADMINISTRATION

It shall be the responsibility of the County Administrator, in cooperation with Department Heads and the Board of County Commissioners to assure that disciplinary action is fair and consistent throughout the County Service.

9.03 STANDARDS OF EMPLOYMENT

For the protection of Monroe County government and each employee, the following rules for personnel conduct have been established. The list includes, but is not limited to, reasons which may require disciplinary action, up to discharge. A violation of any reasonable standard of employment, whether or not specifically listed herein, will result in appropriate disciplinary action, which may include discharge for the first offense, depending upon the seriousness of the offense.

A. Willful or repeated violations of County, State or Federal law or of these policies and procedures.

B. Insubordination - Refusal to respond to authority's reasonable request(s) or instruction.

C. Misconduct - Behavior not conforming to prevailing standards - Misconduct may include but is not limited to the following: Fighting or inflicting bodily harm on another person, gambling, dangerous horseplay, being under the influence or possession of illegal drugs or alcoholic beverages, immoral behavior, smoking in restricted areas, any violent act or language which adversely affects morale, production, or maintenance of discipline. Rudeness or acts of disrespect to members of the public, supervisors, or other employees; on duty or off duty. Employees shall not consume or be under the influence of alcoholic beverages, while on duty or in County uniform, nor shall they use or be under the influence of, consume or possess illegal substances while on duty, in County uniform or on County property at any time.

D. Criminal, dishonest, infamous, or notoriously disgraceful conduct adversely affecting the employer/employee relationship (on duty or off duty).

E. Conviction of (or a plea of nolo contendere in connection with) a felony or gross misdemeanor, or conviction of a misdemeanor or ordinance violation involving moral turpitude.

F. Theft or pilfering - Possessing, unauthorized use of, taking, removing, destroying, or tampering with County property without proper authorization.

G. Fraud or Dishonesty - Falsification of County documents or records or failure to give complete

information for personnel records. Intentionally making false statement either oral or written about the County, other employees, supervision, oneself, or work situations.

H. Absenteeism or Abuse of Sick Leave - Habitual or excessive absence from work, or failure to return to work promptly upon expiration of leave or vacation. Excessive absences, even if caused by a legitimate illness, seriously impairs the County's operations, and such absences may be grounds for separation.

I. Tardiness - Failure to report to assigned workstation on or before the scheduled starting time.

J. Leaving Assigned Work Area - Except for emergency reasons or with the Supervisor's approval, employees are not to leave their assigned work area.

K. Misuse of Time - Sleeping or other acts of inattention or neglect of duty. Unauthorized sale of articles or services, distribution or posting of literature, canvassing, polling, or petitioning.

L. Abuse of County Policies and Procedures - Misuse or abuse of established County policies such as vacation, leave of absence, excused absence, sick leave, or any rule, regulation, policy, or procedure.

M. Safety Violations - Unauthorized possession and/or use of weapons, ammunition, or explosives. Failure to observe County and general safety practices and regulations. Neglect in the safety of others or the committing of unsafe acts in the use and care of County property or equipment.

N. Illegal driving - Driving private or County vehicle while on County business when not possessing a valid Florida and County driver's permit or liability insurance, in accordance with the Monroe County Safety Policies.

O. Malicious or Negligent Destruction of Property - Willful or malicious destruction of County property. Damage of property by failing to use proper equipment, care, and good judgment.

P. Incompetence or Inefficiency - Inability or failure to perform work of an acceptable standard after a reasonable trial and training period.

Q. Discrimination in Employment - Discriminating against an employee or an applicant for employment because of race, color, national origin, sex, religion, creed, sexual preference, handicap, or age as defined in State and Federal laws.

R. Acceptance of unauthorized compensation.

S. Misfeasance - The doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of another.

T. Smoking and Smokeless Tobacco – Smoking of tobacco products (as defined in Florida Statute 386.203 (11)), the use of smokeless tobacco products, and the use of electronic, simulated smoking materials (such as electronic cigarettes, pipes or cigars) is prohibited in all Monroe County owned or occupied public facilities (buildings), vehicles, elevators, meeting rooms, hallways, corridors, lobbies, water fountain areas, stairwells and entryways.

U. No Tobacco Use – Effective January 1, 2015, all new hires and new enrollees into the County's Health Plan will be required to certify to not currently using or not having used tobacco products or be subject to penalty. Administrative Instruction 4735 further details this policy.

9.04 DISCIPLINARY ACTIONS

Disciplinary actions are a means of calling employees to accountability for some act of commission or omission which is regarded as injurious to the employer/employee relationship. The act could be relatively minor, or quite serious. Serious acts may warrant immediate discharge, even for the first offense. All employees should be made aware that a system of discipline exists for the benefit of all, and will be administered without favor for the sake of orderliness and proper compliance with reasonable rules and regulations pertaining to conduct and the performance of work.

When it is necessary that disciplinary action be taken, the degree of action shall be based on the following considerations:

1. There can be no mechanical formula for the application of discipline. Each instance of misconduct or deficiency must be viewed and judged individually. For most lesser or first minor offenses, oral or written reprimand shall be appropriate discipline.

2. When applicable, discipline for employees who commit multiple non serious offenses of a like or different nature shall be more progressively stringent until the employee corrects the deficiency, or failing this, discharge is considered to be necessary.

3. Department Heads, their Deputies, Assistant County Administrators, the County Administrator, and others occupying positions of high trust and authority will be held to higher disciplinary and ethical standards than that of other employees. Therefore, the rules of progressive discipline for violations of Personnel Policies and Procedures, and/or State and Federal Statutes may not be applicable.

4. Disciplinary actions shall be severe enough to constitute a reasonable attempt to bring about correction.

5. Acceptable disciplinary actions shall be oral warning, written warning, written reprimand, suspension (with or without pay), discharge, and in some cases demotion, depending on the offense.

6. Discharge for continued commitment of non-serious, minor offenses shall be resorted to only when sufficient other efforts to bring about correction have failed, or when the offense is sufficiently serious in and of itself to warrant termination.

7. In determining the appropriate disciplinary action to be imposed against an employee, the County Administrator will consider, at a minimum, the following factors:

a. The seriousness and circumstances of the particular offense.

b. The past record of the employee and his length of service.

c. The lapse of time since the employee last received a disciplinary action.

d. The County's practice in similar cases.

9.05 AUTHORIZATION FOR DISCIPLINARY ACTION

A. All written reprimands, suspensions and recommendations for suspension or discharge actions must be approved by the Department Head and the letter concerning the action must be forwarded immediately to the Human Resources office for review, and then approved by the County Administrator or his designee.

B. In case of a recommendation for discharge, the employee may be suspended pending approval of discharge by the County Administrator.

C. Disciplinary actions applied to Department Heads or Assistant County Administrators may be initiated by the County Administrator.

9.06 ORAL WARNING

An oral warning is given to an employee to take recognition of a violation of County policy, rule, regulation, standard or of an unsatisfactory habit, practice, or act which, if repeated or continued, will subject the employee to a more severe disciplinary action. The oral warning should be noted in writing, a copy of the notation placed in the employee's official personnel file, specifying the nature of the warning and the date given.

9.07 WRITTEN REPRIMAND

A letter of reprimand constitutes formal action against an employee for more serious types of violation of County rules or standards of employment, or where less stringent actions have not been successful in correcting a deficiency. The letter of reprimand must identify the offense or deficiency and the correction required.

A letter of reprimand can be used to impose restrictions on an employee, such as attendance, conduct or special procedures to be followed. Restrictions so imposed shall be reviewed periodically and be removed, modified, or continued with a follow-up letter. A copy of all letters should be placed in the employee's official personnel file within 15 days of writing, whenever possible.

9.08 DEMOTION

Whenever it becomes apparent that an employee can no longer efficiently perform any or all of the duties and responsibilities of his or her position, or when it is otherwise deemed to be in the best interest of the County, an employee may be demoted. A demoted employee shall be notified by the County Administrator or his designee at the time of demotion of the specific reason for the action and correction expected, if any. Such notification shall be given the employee in writing. A copy of the notification will be placed in the employee's official personnel file along with a written report on all appropriate information concerning the action.

An employee may be reclassified to a different title and/or pay grade at any time the County Administrator deems appropriate. A temporary reclassification does not constitute a demotion, nor does a change in title and/or pay grade which results from an evolution into a reduction of duties and/or responsibilities.

9.09 SUSPENSION

1. An employee may be suspended with or without pay by the Department Head and/or Assistant County Administrator with the approval of the County Administrator. The employee must be notified in writing of the suspension period and citing the reason for the suspension.

2. An employee may be verbally suspended with or without pay by a Supervisor for the balance of a work shift, or a longer period of time if needed until the Department Head or appropriate authority can be contacted, if the employee's conduct impairs normal working operations. The Supervisor must then report the incident to the Department Head, who with the approval of the Assistant County Administrator (if applicable) must either concur with, or cancel the action, in writing, to the employee citing the reason for the suspension, and corrective action expected. Additional time of suspension may be recommended by the Department Head with the approval of the Assistant County Administrator (if applicable) and the

County Administrator at that time. A copy of the suspension notification will be placed in the employee's official personnel file along with a written report containing all appropriate information concerning the action.

9.10 DISCHARGE

Discharge is appropriate for first offenses of serious misconduct as well as repeated offenses of less serious misconduct.

Sufficient documentation must be present to merit recommendation by the Department Head and the Assistant County Administrator (if applicable) to the County Administrator for discharge of any employee.

9.11 PROCEDURE FOR IMPOSING DISCIPLINE

1. This procedure shall apply in cases where an employee may be subject to suspension, demotion, or termination. Furthermore, this procedure shall not necessarily apply to contract employees, probationary employees, temporary employees, or grant employees.

2. When the County receives information that an employee has engaged in certain conduct which could warrant disciplinary action (other than a verbal warning or written reprimand, which may be issued by the appropriate Supervisor) the employee will be advised, in writing, that disciplinary action could possibly be imposed against him/her.

3. The employee will be provided with a written statement of the charges including sufficient facts and reasons therefore as will enable the employee to provide an explanation and/or defense. An employee against whom disciplinary charges have been made will remain in pay status until such time as the County Administrator renders his decision pursuant to paragraph 6(e), below. However, nothing herein shall preclude the County Administrator, or other authorized personnel, from imposing immediate disciplinary action, without advance notice, where it is believed by the person taking that action that giving such notice would result in damage to the property of the County, would be detrimental to the interests of the County or would result in injury to the employee, a fellow employee, or the general public. In such circumstances, said employee will be given reasons for such action after it takes effect and thereafter will be entitled to utilize the hearing procedure set forth in the following paragraphs.

4. The hearing shall be informal and shall not be in the nature of an evidentiary hearing. The employee may bring an attorney or qualified representative to assist or advise him or her, but discovery, cross-examination, and similar legal procedures are generally not permissible. An employee who wants to engage in discovery, cross-examination, or other legal procedures must make an advance written application to the hearing officer. The hearing officer's decision is final.

5. The informal hearing will be conducted before a hearing officer who shall be:

a. An Assistant County Administrator or the County Administrator where the employee charged is a Department Head;

b. The County Administrator or his designee where the employee charged is an Assistant County Administrator; or

c. A Department Head or a designee where the employee charged is an employee holding Career Service Status and to whom section A and B above do not apply.

d. The County Administrator may serve as hearing officer whenever he/she sees a need to do so.

6. The hearing will be informal and will be conducted as follows:

a. At least two working days prior to the hearing date, the employee shall provide the individual conducting the hearing with a list of any witnesses or documents which the employee wishes to offer at the hearing.

b. The employee may be accompanied by legal counsel of his/her choice. If the employee intends to be represented by counsel at said hearing, notice of such must be provided to the hearing officer as far in advance of the hearing as possible. The hearing officer may reschedule the hearing if necessary.

c. During the hearing, the hearing officer will orally review the charges with the employee. The employee shall have the right to respond to the charge(s) made against him/her, either orally and/or in writing. The employee may present documentation to the hearing officer and may, if appropriate, be permitted to call witnesses in support of his/her case.

d. The hearing officer may consider any available documentation and may discuss the charges with any witness he/she deems appropriate. The hearing officer shall decide what evidence -- either in the form of witness testimony or documents -- may be introduced. Cumulative or irrelevant evidence will not be permitted.

e. The hearing officer shall render a final written decision within ten (10) calendar days after the hearing. In the event of extenuating circumstances, the final written decision may be extended beyond the ten (10) calendar days upon mutual agreement of the Hearing Officer and employee. Such an agreement shall be provided in writing from the hearing officer to the employee in order to officially document the agreement. The final decision shall advise the employee of whatever action, if any, the hearing officer is recommending to be taken against the employee. The hearing officer's recommendation will be forwarded to the County Administrator (through the appropriate Department Head, if applicable). Disciplinary action (except for verbal warning and written reprimand, which may be issued by the appropriate Supervisor) becomes final when approved by the County Administrator.

7. Employees who are suspended without pay, discharged, given a reduction in pay or a demotion (as defined herein) may appeal said disciplinary actions only to the Career Service Council as provided in Section 9.15. Other forms of discipline may be appealed pursuant to Section 10.

8. During the period between the first notice and the effective date of the action, the employee shall be expected to perform his usual duties without disrupting fellow employees, or other persons, or the agency's activities. If, however, it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the County may temporarily assign the employee to other duties.

9.12 POSSESSION OF WEAPON OR FIREARM[4]

It is the policy of Monroe County that no employee shall carry or otherwise possess a weapon while on duty or in uniform, including firearms.

If the performance of job duties requires the use or possession of a weapon or firearm, prior approval from the County Administrator must be obtained.

9.13 INDICTMENTS, PROSECUTIONS, ARRESTS

It is the responsibility of Monroe County to maintain a proper workforce. Employees who are arrested, indicted by a Grand Jury, or on whom information has been filed by a prosecuting official, shall be given a pre-determination hearing to determine the effect said action and/or circumstances surrounding said actions have on his or her employment with the County, which may result in disciplinary action. If the employee is tried and found guilty and the conviction is not reversed or pleads to the offense, he or she may be terminated from his or her position in the County Service.

9.14 FAILURE TO COOPERATE IN A JOB-RELATED INVESTIGATION

1. As a condition of employment, any County employee may be required, upon due notice, to cooperate with respect to any job-related hearing or investigation scheduled by the County, or any person, commission, board or body authorized to act on its behalf. This duty of cooperation also extends to any "outside" agency, body or court of law with respect to any job-related matters.

2. Any employee who refuses to appear at any such hearing or inquiry, or who having appeared fails to answer questions related to the performance of their official job duties will be considered to have resigned from their employment with the County.

9.15 APPEALS

A Career Service employee who has been suspended without pay, discharged, given a reduction in pay or a demotion (as defined herein) shall have only the right to appeal said action to the Career Service Council by filing a petition with said Council within thirty (30) days following such suspension, discharge, reduction in pay, or demotion. Failure to file a timely appeal shall result in the forfeiture of all right to challenge/grieve the discipline. There shall be no appeals to the Board of County Commissioners and/or the County Administrator.

([4] See Florida Statutes 790.251)

EMPLOYEE COMPLAINT/GRIEVANCE PROCEDURE

SECTION 10

10.01 COMPLAINT/GRIEVANCES

In the event an employee believes that the rules contained in this manual have been misapplied/violated, he/she must utilize the following procedure, except in the cases of suspension, reduction in pay, demotion, or termination - See 10.01 F. Claims of harassment, retaliation, or discrimination as described in Section 2.14 will be handled in accordance with the procedure outlined in that Section and are not considered grievable under the Employee Complaint/Grievance Procedure. Failure of the grieving employee to follow the time limits will automatically result in a final and binding denial of the grievance. If the County does not follow the time limits, the appropriate County official will be deemed to have denied the grievance and it may proceed to the next step.

A. Step 1: The aggrieved employee shall present his/her grievance in writing to his or her Supervisor within fifteen (15) working days of the incident to be grieved. The immediate Supervisor will meet with the employee, reach a decision, and communicate that decision in writing to the aggrieved employee within ten (10) working days from the date the grievance was presented to him or her. Supervisors are not empowered to make policy decisions.

B. Step 2: If the grievance is not resolved in Step 1, the employee shall, sign it, and present it to the Department Head within ten (10) working days from receipt of the Immediate Supervisor's written decision. The Department Head shall attempt to resolve the issue(s) concerning the alleged grievance within ten (10) working days of the receipt of the written grievance. The Department Head shall confer with the immediate Supervisor and they shall attempt to obtain the facts concerning the alleged grievance, and within ten (10) working days of receipt of the written grievance, answer the employee in writing or schedule a meeting with the employee. If a meeting is held, the Department Head shall notify the aggrieved employee in writing of his or her decision, no later than ten (10) working days after the meeting. The meeting may be rescheduled by the Department Head for a valid reason.

C. Step 3: If the response from the Department Head is not satisfactory, within ten (10) working days from receipt of the Department Head's decision, the employee may present the grievance form to the Assistant County Administrator, who may confer with anyone he/she deems appropriate to obtain the facts concerning the alleged grievance, and may schedule a meeting with the employee, to be held within ten (10) working days of receipt of the grievance. If the employee does not report to an Assistant County Administrator and reports directly to the County Administrator, Step 3 is to be skipped and the employee may proceed to Step 4. If a meeting is held, the Assistant County Administrator shall notify the aggrieved employee in writing of his/her, decision no later than ten (10) working days after the meeting.

D. Step 4: If the response from the Assistant County Administrator is not satisfactory, within ten (10) working days from receipt of the Assistant County Administrator's decision, the employee may bring the grievance form to the Human Resources office, for review before the Employee Grievance Council. This Council will provide an additional avenue for the employee to pursue in the processing of appropriate complaints or grievances. By the establishment of the Employee Grievance Council, the employee whose problem is not resolved by the Assistant County Administrator, may have the opportunity to appear before this Council of peers and present his/her case. The Employee Grievance Council is empowered to call all necessary witnesses before them and to subsequently make their recommendations concerning disposition to the County Administrator. The decision of the Council is not binding; final determination will be made by the County Administrator. (Please refer to Monroe County Administrative Instruction 4714 for rules and procedures governing the Council.) The County Administrator shall furnish a copy of his decision to the

aggrieved employee within fifteen (15) working days of receipt of the Councils recommendation(s).

E. Any complaint/grievance involving matters that pertain to the Personnel Policies and Procedures may be addressed in writing to the Employee Grievance Council, (via the Human Resources office) who will forward to the Council to determine whether the matter is appropriate to be considered by the Council. If deemed appropriate by a majority of Council members, the Human Resources office will schedule the airing of the Grievance at the earliest convenience. The Council is empowered to call all necessary witnesses and make a recommendation concerning disposition to the County Administrator whose decision is final.

F. This Procedure does not apply to an individual who has been suspended, discharged, received a reduction in pay or demoted. Such individuals shall appeal in accordance to Section 9.15 hereof.

G. If an employee does not answer to a Department Head and/or an Assistant County Administrator, the Human Resources office will assist the employee in moving through the appropriate steps of this grievance procedure.

H. The by-laws governing the establishment and operation of the Employee Grievance Council may be reviewed in Administrative Instruction 4714.

SEPARATIONS

SECTION 11

11.01 RESIGNATIONS

A resignation is defined as an action whereby an employee voluntarily leaves the County Service with or without the giving of notice and/or as any employee conduct which is stated herein to constitute a resignation. An employee wishing to leave the County Service in good standing shall file with the Department Head a written letter of resignation stating the date and reasons for leaving, 14 calendar days prior to the effective date of resignation. Failure to comply with this requirement may be cause for denying such employees re-employment rights and payment of unused leave. Unauthorized absences of three (3) days or more may be considered a resignation.

11.02 LAYOFFS

Should it become necessary to abolish a position or reduce the number of County employees because of lack of work, shortage of funds, re-organized and transferred functions to an existing County employee, or for other legitimate reasons, the County Administrator/Board of County Commissioners may lay off as many employees as required, after two weeks' notice. There shall be no appeal except the internal grievance proceedings. No regular employee shall be laid off while there are temporary or probationary employees serving in the same class in the same department. Such laid off employees shall be given priority of re-hire, in the event the position(s) is/are re-established, based on seniority and previous performance evaluations, for a period of time to their length of continuous service, but not to exceed one year. Such employees will also be eligible for promotional opportunity privileges for a period of one year after date of lay-off.

11.03 RETIREMENT

Employee benefits upon retirement will be based upon the regulations of the State and County Government, Employees Retirement System Law, Social Security Act, and any other provisions which may be in effect at the time of retirement.

11.04 DISCHARGES

A discharge occurs when an employee has been involuntarily separated from County Service, usually for cause. Employees discharged for disciplinary reasons may not be eligible for re-hire and may lose all seniority and reinstatement privileges.

11.05 EXIT INTERVIEWS

It is the desire of the County to determine why good employees leave the County Service. An exit interview program has been established for the purpose of determining the causes and possible solutions of turnover among County personnel.

If an employee wishes, he or she may request an exit interview with Employee Services by contacting the Human Resources office. The Employee Services Director or County Administrator may also request an interview with an employee who has made known his or her intention to leave the County Service. The information obtained during the interview will be used solely for the purpose of identifying or solving problem areas and will not become part of the employee's personnel record unless authorized in writing by the employee.

SECTION 12

12.01 SOLICITING

1. No employee shall be permitted to solicit any other employee during working time. Working time means the time when either employee (solicitor or solicitee) is on duty and not on an authorized break or meal period.

2. No employee shall be permitted to distribute leaflets, notices, or other materials, or pass petitions during working or non-working time in work areas. Such distribution can take place only in non-work areas and during non-working time.

3. No non-employee shall be permitted to enter County premises or property at any time for the purpose of soliciting employees or distributing or posting any written, printed, or other material. Rules and procedures regarding the use of county facilities can be obtained from Human Resources, Facilities Maintenance, or the County Administrator's office.

4. Limited exceptions to the above rules may occur but only upon application to and approval by the County Administrator such as in instances where contracted county vendors wish to make presentations, train or educate the workforce (i.e. Employee Assistance Program, Health Insurance Providers, etc.).

5. It is intended that the above rules shall be interpreted and applied in accordance with applicable law.

EMPLOYEE PERFORMANCE EVALUATIONS

SECTION 13

13.01 POLICY

All Departments shall evaluate the performance of all employees on an impartial basis using standard evaluation forms and the Employee Performance Appraisal Handbook provided in Administrative Instruction 4003.

13.02 PURPOSE

Employee performance evaluations shall be used for, but not limited to, the following purposes:

A. To inform the employee of strong and weak points in his performance, as well as training needs and improvements expected.

B. To recognize the employee's potential for promotion.

C. To determine the employee's eligibility for merit salary advancements.

D. To provide a record of past performance.

E. To assist in determining the order of layoffs and reinstatements.

13.03 PROCEDURES

A. Each employee shall have his performance evaluated on a periodic basis as outlined in the Performance Appraisal Handbook

1. All performance evaluations shall be made by the employee's immediate Supervisor (with input from anyone deemed appropriate by the Supervisor) and reviewed by the Department Head.

2. Department Head may authorize an evaluation at any time he or she deems appropriate.

3. The original, completed evaluation form, as well as any written material from the Supervisor, the Department Head, or the employee, shall be placed in the employee's official Personnel File.

B. If an employee receives a below satisfactory rating in any category, the immediate Supervisor shall work with the employee in an effort to assist him/her in improving job performance. Such employees, if retained by the department, shall have their performance re-evaluated in the category(s) which do not meet performance standards.

EMPLOYEE INSURANCE COVERAGE

SECTION 14

14.01 COVERAGE

All full-time, regular employees are covered by life and accidental death and dismemberment insurance paid for by the County. The amount of such insurance is determined by the Board of County Commissioners.

Group hospitalization insurance coverage for full-time employees is paid for by the County at a rate approved by the Board of Commissioners. Dependent coverage will be available for those eligible at group rates, paid for by the employee.

The County may change its benefit program at any time, for example, by adjusting benefits, changing employee contributions, changing deductibles, and/or selecting other insurance carriers.

14.02 DEFINITIONS[5]

A. Domestic Partners. "Domestic Partners" are two adults who have chosen to share one another's lives in a committed family relationship of mutual caring. Two individuals are considered to be Domestic Partners if:

1. They consider themselves to be members of each other's immediate family;

2. They agree to be jointly responsible for each other's basic living expenses;

3. Neither of them is married or a member of another Domestic Partnership;

4. They are not blood related in a way that would prevent them from being married to each other under the laws of Florida;

5. Each is at least of the legal age and competency required by Florida law to enter into a marriage or other biding contract;

6. They must each sign a Declaration of Domestic Partnership as provided for in Section 14.03;

7. They both reside at the same residence.

B. Joint Responsibility for Basic Living Expenses. "Basic living expenses" means basic food and shelter. "Joint responsibility" means that each partner agrees to provide for the other's basic living expenses while the domestic partnership is in effect if the partner is unable to provide for him or herself. It does not mean that the partners must contribute equally or jointly to basic living expenses.

C. Competent to Contract. "Competent to Contract" means the two partners are mentally competent to contract.

D. Domestic Partnership. "Domestic Partnership" means the entity formed by two individuals who have met the criteria listed above and file a Declaration of Domestic Partnership as described below.

E. Declaration of Domestic Partnership. "Declaration of Domestic Partnership" or "DDP" is a form

provided by the Human Resources Director. By signing it, two people swear under penalty of perjury that they meet the requirements of the definition of domestic partnership when they sign the statement. The form shall require each partner to provide a mailing address.

([5] Resolution 081-1998)

F. Dependent. "Dependent" means an individual who lives within the household of a domestic partnership and is:

1. A biological child or adopted child of a domestic partner; or

2. A dependent as defined under County employee benefit plan document.

3. A ward of a domestic partner as determined in a guardianship proceeding.

G. Employee means an employee of the Board of County Commissioners, the constitutional officers, or the Mosquito Control Board, except where the context is otherwise.

14.03 ESTABLISHING A DOMESTIC PARTNERSHIP

A. An employee and his/her domestic partner as set out in Section 14.02 are eligible to declare a Declaration of Domestic Partnership (hereafter DDP) in the presence of the Human Resources Director, or the employee partner may present a signed and notarized DDP to the Human Resources Director. The DDP shall include the name and date of birth of each of the domestic partners, the address of their common household, and the names and dates of birth of any dependents of the domestic partnership, and shall be signed, under the pain and penalties of perjury, by both domestic partners and witnessed (two) and notarized.

B. As further evidence of two individuals being involved in a domestic partnership, two of the following documents must be presented along with the DDP to the Human Resources Director:

1. A lease, deed or mortgage indicating that both parties are joint responsible;

2. Driver's licenses for both partners showing the same address;

3. Passports for both partners showing the same address;

4. Verification of a joint bank account (savings or checking)

5. Credit cards with the same account numbers in both names;

6. Joint wills;

7. Powers of attorney; or

8. Joint title indicating that both partners own a vehicle.

C. An individual cannot become a member of a domestic partnership until at least six months after any other domestic partnership of which she or he was a member has ended and a notice that the partnership has ended was given as provided for in Section 14.04. This does not apply if their domestic partners deceased.

D. Domestic partners may amend the DDP to add or delete dependents or change the household address Amendments to the DDP shall be executed in the same manner as the declaration of a domestic partnership.

14.04 TERMINATION OF A DOMESTIC PARTNERSHIP

A. A domestic partnership is terminated when:

1. One of the partners dies;

2. One of the partners marries; or

3. A domestic partner files a termination statement with the Human Resources Director. A domestic partnership may be terminated by a domestic partner who files with the Human Resources Director by hand or by certified mail, a termination statement. The person filing the termination statement must declare under pain and penalties of perjury that the domestic partnership is terminated and that a copy of the termination statement has been mailed by certified mail to the other domestic partner at this or her last known address. The person filing the termination statement must include on such statement the address to which the copy was mailed.

B. The termination of a domestic partnership shall be effective immediately upon the death of a domestic partner. The voluntary termination of a domestic partnership by a partner shall be effective thirty (30) days after the receipt of a termination statement by the Human Resources Director. If the termination statement is withdrawn before the effective date, the domestic partner shall give notice of the withdrawal, by certified mail, to the other domestic partner.

C. If a domestic partnership is terminated by the death of a domestic partner, there shall be no required waiting period prior to filing another domestic partnership. If a domestic partnership is terminated by one or both domestic partners, neither domestic partner may file another domestic partnership until six (6) months have elapsed from effective termination.

D. It is the obligation of the employee domestic partner to notify the Human Resources Director of the termination of a domestic partnership as soon as possible after it occurs.

14.05 HUMAN RESOURCES DIRECTOR RECORDS

A. The Human Resources Director will keep a record of all employees DDPs, Amendments and Termination Statements. The records will be maintained so that DDPs, Amendments and Termination Statements will be filed to which they apply.

B. The Human Resources Director shall identify on the DDP what type of documents was presented for further verification of the domestic partnership.

C. Upon determination by the Human Resources Director that the DDP is complete, and that further evidence of the domestic partnership has been presented as provided in Section 14.03 (B); the Human Resources Director shall provide the employee with a copy of the DDP. The employee/domestic partner shall become eligible to elect domestic partnership health and other employee fringe benefits as provided in Section 14.06. It will be the employee's responsibility to notify the Employee Benefits Section of their intent to enroll the domestic partner and/or any eligible dependents under the Monroe County Employee Benefit Plan. Domestic partner/dependents enrolled in the Monroe County Employee Benefit Plan are

subject to the same rules and provision applicable to covered spouses/dependents.

D. The Human Resources Director shall provide forms to employees requesting them.

E. The Human Resources Director shall allow public access to domestic partnership records to the same extend and in the same manner as any other public record.

14.06 EMPLOYMENT BENEFITS

A. The County shall provide the same health and other employment fringe benefits to employees with domestic partners as to employees with spouses. As used in this section, "employees" refers to active and retired employees of Monroe County that are eligible for benefits pursuant to state law, County Ordinances, County employment policies, and collective bargaining agreements.

B. The County shall provide health insurance and benefit coverage to an employee's domestic partner as it does to an employee's spouse, and to the dependents of an employee's domestic partnership as it does to an employee's child(ren). An employee may opt to decline health insurance coverage for her or his domestic partner, without foregoing the right to obtain health insurance coverage or her or his domestic partner during a future open enrollment period.

C. Upon termination of a domestic partnership by an employee, the non-employee domestic partner health insurance and benefits lapses. If the employee domestic partner leaves employment with the County, the health and benefit package of the non-employee domestic partner shall lapse on the date that the former employee's insurance lapses.

D. Upon termination of a domestic partnership by the death of an employee, the surviving domestic partner's health insurance and benefits coverage shall lapse as it would for the spouse of a married employee, upon the death of such employee.

E. Board of County Commissioner employees shall be granted a leave of absence, with pay, for the death of a domestic partner or family member of a domestic partner to the same extent as for a spouse or family member of a spouse. Use of the term "in-law" in employee handbooks shall include the relatives of a domestic partner.

F. Board of County Commissioner employees shall be granted sick leave to care for a domestic partner to the same extent permitted to care for a spouse, and to care for a dependent of a domestic partnership to the same extent permitted to care for a child.

G. Board of County Commissioner employees shall be entitled to take parental leave to take care of a child born to his/her domestic partner or a newly adopted child to the same extent as a married person.

14.07 LIMITATION OF LIABILITIES

A. Nothing in this ordinance shall be interpreted to contravene the general laws of this state.

B. Nothing contained in this Ordinance shall be construed to impose liability upon a domestic partner for the health or health expenses of his or her domestic partner.

14.08 FORMS

A. The Human Resources Director shall distribute copies of the following forms to those individuals who

request them:

1. Declaration of Domestic Partnership

2. Domestic Partnership Information Sheet

3. Amendment to Declaration of Domestic Partnership

4. Termination Statement of Domestic Partnership.

TRAVEL

SECTION 15

It shall be the policy of the Board of County Commissioners to reimburse all employees, Board members and other Department personnel for all authorized travel. Said reimbursement shall be made in the following manner:

A. In County overnight travel will require the approval of the Department Head. Out of County travel will require the prior approval of the applicable Assistant County Administrator or County Administrator. If travel is to any county contiguous to Monroe County or if the travel can be completed within one workday, not requiring overnight lodging, prior approval of the next-highest supervisory level can be obtained.

B. Private use of individual vehicles for county business shall be reimbursed for travel mileage in accordance with Monroe County Code, unless an automobile allowance is established pursuant to Section 112.061(7)(f), Florida Statutes. The subsection requires that the traveler file a signed statement before the allowance is approved by the agency head; the statement must provide an estimate for the annual amount based on places and distances for an average typical month's travel on official business; and filing of the statement and approval of allowance shall be repeated at least annually.

C. Employees who use their personal vehicles for approved County travel shall be reimbursed in accordance with the information reflected on the reverse side of Form #C676. These employees should be aware that they may be subject to periodic odometer audit(s), and that the employee's personal auto insurance is primary payer in case of an accident while or County business. Employees receiving an automobile allowance may still use the form to request reimbursement for meals, lodging, tolls, and parking fees. Further, those employees who are receiving an automobile allowance shall not be entitled to file a claim for in-county mileage reimbursement.

D. Individuals shall be entitled to per diem while on official travel in accordance with provisions contained in Monroe County Code, except the Board may authorize the reimbursement of actual expenditures where documented evidence is provided justifying actual expenses incurred.

E. The County Administrator shall authorize reimbursement for lease, rental cars and/or aircraft where it is deemed by the County Administrator to be the most advantageous to the County. Employees are to waive all insurance on rental car contracts, and no reimbursement for insurance costs shall be authorized under this section. When justifiable circumstances exist, a traveler is authorized to purchase and be reimbursed for the purchase of a refundable airline ticket and/or travel insurance that authorizes reimbursement for cancelled or delayed travel.

F. All requests for travel reimbursement shall be submitted in writing on State of Florida Voucher for Reimbursement of Travel Expenses which shall give date(s) of travel, purpose, all applicable receipts, and amount due the traveler. Advance payment for travel must be requested by submitting voucher form for approval by the applicable Assistant County Administrator or County Administrator. Supporting documentation acceptable to the Clerk must be submitted for reimbursement. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

G. Travel shall be the most economical and practicable method available.

APPEARANCE

SECTION 16

16.01 DEFINITIONS

A. BOCC: Monroe County Board of County Commissioners.

B. BOCC Distinctive Clothing: A ball cap, jacket, vest, shirt, or other apparel that displays the authorized BOCC seal, insignia, or markings in approved coloring and styles.

C. Uniform: Specific, distinctive clothing required to be worn for a certain position, including but not limited to apparel with County logos, as well as shoes or boots required to be worn for the position, e.g., safety boots.

16.02 SCOPE

This policy applies to all BOCC personnel and volunteers. It does not apply to contractors or their employees. Uniform policies included in collective bargaining agreements shall preempt this policy for employees covered by said agreements.

16.03 APPEARANCE, HYGIENE, AND PROPER ATTIRE

A. All County employees should strive to be as neat and clean in appearance as reasonably possible. Proper attire conducive to carrying out the functions of their respective positions shall be worn by all employees.

B. Employees must maintain good personal hygiene and sanitation by bathing regularly, maintaining good oral hygiene, washing hands properly, covering coughs and sneezes, and performing other related actions that contribute to a healthy work environment.

C. Proper clothing and equipment needed to ensure employee safety and security is required to be utilized at all times, and in accordance with the Monroe County Safety Policies, as applicable.

D. The Department Head will be responsible for ensuring that the appearance of his or her employees properly represents Monroe County in relation to their positions. Should an employee report to work in a state that indicates proper personal hygiene habits have not been practiced; and/or report to work in attire deemed inappropriate to the work environment, the Supervisor may require the employee to leave and not return until properly groomed and/or properly dressed.

16.04 UNIFORMS

A. It is the policy of the County that certain positions, as designated in each Department and as approved by the Department Head, may be required to wear a uniform while on the job.

B. Each Department Head shall maintain a list of positions within the Department for which the wearing of a uniform or specific clothing is required because it is necessary for the safety, security or health of the employee and is a condition of employment. Department Heads must ensure that the uniforms or specific clothing are necessary.

C. Uniforms or specified clothing may be required to be worn daily or on specified occasions. Examples of occasions on which uniforms could be required include, but are not limited to, meetings with Local, State, or Federal representatives, officials, agencies, and entities; conferences, such as the Florida Association of Counties or the Climate Change Summit; work related events such as job fairs, health fairs, or inter-department meetings; and at times when visual identification is particularly needed, such as when visiting a local business or residence in the employee's capacity to perform County work.

D. Supervisors or managers of work crews may also require uniforms for the purposes of safety and conformity so that staff may be easily identifiable by the public.

E. When an employee is assigned to a position that has been designated as requiring a uniform, the employee's Department Head will track the issuance of uniforms by documenting it on Human Resources' Property/Equipment Tracking Form.

F. Employees filling positions that require the wearing of uniforms as designated by the Department Head must wear the issued uniforms on the job once the employee receives said uniforms.

G. Department Heads may set additional uniform and appearance requirements specific to the nature of work performed in the Department.

16.05 BOCC DISTINCTIVE CLOTHING

A. The County Administrator, or designee, may issue BOCC distinctive clothing, as defined in § 16.1 Definitions, to be worn by BOCC employees when engaged in duties where, in order to effectively perform their official functions, enhance public safety, and/or officially represent this County, they must be easily identifiable as BOCC employees. Examples include, but are not limited to, Emergency Operation Center (EOC) staff, Emergency Management Personnel, Public Works staff, Building or Code Inspectors, and employees working in support of disaster operations, in a multi-agency environment, or in other public-facing capacities.

B. Employment in the Emergency Operations Center or another field setting does not necessarily or automatically require the issuance, donning, or wear of BOCC distinctive clothing.

C. The unavailability of BOCC distinctive clothing is not an acceptable reason for any employee to refuse to or fail to perform his or her assigned duties.

D. Wearing BOCC distinctive clothing is not a substitute for possessing or displaying a County-issued identification badge.

E. BOCC distinctive clothing may be ordered at any time with uniform budget funds, including before or during a disaster or emergency.

F. The County Administrator, Assistant County Administrators, and Department Heads are responsible for authorizing a requirement for BOCC distinctive clothing and authorizing, in writing, the issuance of BOCC distinctive clothing to appropriate employees. These BOCC Staff are also responsible for enforcing compliance with this policy and may not delegate authority to purchase BOCC distinctive clothing.

G. BOCC employees are responsible for the care and securing of issued BOCC distinctive clothing.

H. BOCC employees may independently purchase BOCC distinctive clothing to wear while on the job performing official duties, provided the clothing is in good taste and repair. Such purchases are not

eligible for any reimbursement by the County from appropriated funds. Employees receiving approval to purchase BOCC distinctive clothing will need to make these purchases directly with an approved vendor and pay applicable sales taxes.

I. BOCC distinctive clothing, whether issued to or purchased by the employee, should not be worn when off duty (i.e., off the clock, not performing official duties), with exceptions granted for travel to and from work and for approved breaks during the workday (e.g., employee's lunch break).

J. BOCC employees are expected to conduct themselves with the utmost professionalism, especially when wearing BOCC distinctive clothing, regardless of whether the clothing item was issued to or purchased by the employee.

K. The Director of Employee Services, in consultation with the County Administrator, shall establish and periodically review the BOCC distinctive clothing to ensure that designated design(s) are in accordance with BOCC branding practices and procedure.

16.06 FINANCIAL CONSIDERATIONS

A. Each Department in which employees are required to wear uniforms must include funds for new issues and replacement of uniforms in their respective Department annual budget. Each Department will be entitled to issue up to five reasonably priced uniforms per fiscal year to each employee working in a position that requires such a uniform. The County Administrator or designee shall be responsible for approving both the requirement for the uniforms and the price thereof. Clothing provided under this section is deemed a fringe benefit and subject to applicable payroll and sales taxes.

B. If, based on the anticipated wear-and-tear to uniforms and the frequency with which they are required to be worn, a Department Head believes that certain employees require more than five uniforms per year, the Department Head may request additional uniforms. Any such request must be approved by the Office of Management and Budget and by the BOCC.

C. Employees are personally responsible for the proper care, cleaning, alterations (if any), and repair of uniforms issued to them. If any uniform item becomes unserviceable (e.g., because of a tear), the employee must launder and return the item and request a replacement. If an employee loses a uniform item or causes it to become unusable, the employee may be charged the current cost for replacement.

D. All BOCC employees are prohibited from giving away, donating, trading, selling, or otherwise bartering any BOCC distinctive clothing provided to employees by the County.

E. Uniforms and clothing provided to an employee remain the property of the County and must be turned in upon separation of employment. If the employee fails to return any uniform item, the cost of the unreturned item will be deducted from the employee's final paycheck in accordance with the Fair Labor Standards Act (FLSA). For sanitation reasons, such uniforms and clothing turned in are not required to be reassigned to other employees.

VIOLENCE IN THE WORKPLACE

SECTION 17

17.01 The purpose of this policy is to provide a safe environment for conducting County business for employees, visitors, clients, and customers by prohibiting, preventing, and taking action in response to work-related acts of violence.

17.02 Definitions:

For the purpose of this policy, acts of violence include, but are not limited to:

1. Verbal abuse, assault, threatening or obscene language or behavior, or

2. Aggressive, harmful, dangerous, or violent physical actions, or

3. Actions which endanger county employees, directly or incidentally, or

4. Improper or dangerous use or display of any weapon or object used as a weapon.

For the purpose of this policy, work-related acts include, but are not limited to, those which:

1. Take place on County premises and affect county property, employees, or representatives, or

2. Involve one or more County employees or representatives, acting in their official County capacity, or

3. May occur off of County premises, but are related to County business, or

4. May occur outside of normal working hours, but are related to County business or

5. Involve the use of County equipment, vehicles, communications equipment (phones, radio, FAX, etc.).

17.03 Procedures:

A. The County will take prompt remedial action against any employee, visitor, client, or customer who engages in any behavior prohibited by this policy.

B. The County will establish security measures, to the extent practical, to ensure that County facilities are safe and secure against actions prohibited by this policy.

C. Employees, supervisors, etc. will take reasonable immediate action to protect victims of violent actions from further harm. Actions which will increase any danger should be avoided. When necessary, local law enforcement agencies must be notified as soon as possible.

D. After any imminent danger or threat has been dealt with, an employee, manager, supervisor, etc. has a duty to notify their immediate supervisor, Safety Officer, Risk Manager, or other appropriate person of any incident or activity which is in violation of this policy. Reports made pursuant to this policy will be held in

confidence to the extent possible. The County will not tolerate any form of retaliation against anyone who makes a report under this policy.

E. The Human Resources office shall be notified of any prohibited acts by the affected employee, their supervisor, or other appropriate person, as mentioned in the preceding paragraph. Personnel shall determine the extent of remedial and disciplinary action to be taken. In making this determination, Human Resources may consult with employees, supervisors, safety or risk management representatives, law enforcement officials, etc. Disciplinary action taken against employees who violate this policy will be carried out in accordance with Monroe County Personnel Policies and Procedures.

CHILDREN IN THE WORK ENVIRONMENT

SECTION 18

1. The Purpose of this section is to establish the policy of the Administration concerning Monroe County employees bringing children into the County work environment during normal working hours.

A. It is the policy of this Administration that County employees shall not routinely bring children into the County work environment during the applicable employee's normal working hours.

B. It is recognized that circumstances may arise wherein an employee's option with regard to caring for their dependent children may be restricted for any number of reasons. Generally, it would be expected that the employee would utilize vacation or sick leave, as appropriate, to resolve said matters. However, on the rare occasion where there are no other alternatives, and/or the work requirements are such that the employee's presence is mandatory, the Assistant County Administrator or Department Head may grant a special exception.

C. An Assistant County Administrator or Department Head may grant a special exception in response to unusual or emergency circumstances which would, for a very limited, specific period of time, permit an employee to bring children into the environment. The applicable Assistant County Administrator or Department head shall then formally authorize said special exception in writing by completing the "Children in the Work Place Form" and routing the original to the Human Resources Department via the appropriate Department Head and the County Administrator, prior to the day the child is expected to be present.

D. It is incumbent upon all Department Heads to insure that permitting children in the work environment is a rare exception and not the rule and that the special exception provisions provided above are not to be abused.

E. The parent(s) shall be responsible for the proper behavior of the child while in the workplace.

F. Children are not permitted in County vehicles at any time.

G. Children are totally barred from certain high-risk jobs and work locations (such as construction sites).

H. The County Administrator has the authority to waive the policy for special events (such as Daughter/Son At-Work Days).

CASH MANAGEMENT PROCEDURES

SECTION 19

To establish a standardized cash management procedure that will eliminate the risk of loss or misappropriation of funds.

1. All Departments will have in effect a policy for all cash funds received to be deposited as quickly as possible, but in any event, not later than three (3) business days from receipt.

2. Check vouchers should be date stamped. In cases where there is no voucher attached, paperwork corresponding to the transaction should indicate the date of the check's receipt.

3. Advise OMB of the appropriate employees in each Department who will be responsible for the cash deposits of the policy.

4. Department Heads are responsible for periodically reviewing the cash management procedure with their supervisors to ensure efficiency and compliance with this policy.

FIRE ALARM PROCEDURES

SECTION 20

The purpose of this instruction is to establish the procedure for building occupants to adhere to when fire alarm systems located within County facilities annunciate. The definition of annunciate is to announce the alarm system.

1. When a fire alarm system located in a County Facility annunciate, building occupants are to turn off all electrical equipment that will not delay their exit; and shall immediately evacuate the building, reporting to their designated assembly area in accordance with posted fire evacuation plans located throughout County Facilities.

2. Emphasis shall be placed on orderly evacuation under proper discipline, rather than on speed.

3. Once in the assembly area, each Office Representative will account for their personnel.

4. All personnel will remain in the designated assembly area, well clear of the building, until released by the Fire Department and/or a representative from the Monroe County Public Works, Facilities Maintenance Department.

5. Constitutional Officers and Department Heads are to ensure that all employees under their purview familiarize themselves with this policy and Reference A – Monroe County Safety Policies and Procedures Manual, along with the designated assembly area.

6. Constitutional Officers, Department Heads, and the Monroe County Safety Officer are to ensure evacuation routes are posted on bulletin boards throughout County Facilities, to include an assembly area for each office to report to, in the event of a fire evacuation.

7. Constitutional Officers and Department Heads shall assign one person from each office the responsibility of accounting for each employee that works in their office, in the event of a fire evacuation.

EMERGENCY MANAGEMENT EXPECTATION

SECTION 21

In the event of an emergency that affects the County, such as a hurricane, all employees will be of critical importance to preparing for the event and restoring normal County operations. The Monroe County Disaster Preparedness Employee Plan is an Emergency Management document that supplements the County's Comprehensive Emergency Management Plan. Per this plan, Employees will be designated as Tier 1, 2, or 3 and may be preassigned an emergency management role or be placed into a personnel pool on standby for assignment as needed. When an emergency is declared, employees are expected to maintain contact with their supervisor and report to work before, during, and after the event according to their designated employee Tier, emergency management role, or as assigned by their supervisor.

RESOLUTION NO. ___-2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, UPDATING THE PERSONNEL POLICIES AND PROCEDURES MANUAL: SECTION 1.07 RESTRICTIONS OF EMPLOYMENT OF RELATIVES, SECTION 2.15 (F) EQUAL OPPORTUNITY POLICY, SECTION 2.16 (B) EMPLOYEE RECOGNITION, SECTION 9.03 (T) STANDARDS OF EMPLOYMENT, AND SECTION 13.03 PROCEDURES.

WHEREAS, Personnel Policies and Procedures Manual Section 1.07 Restriction of Employment of Relatives references former Florida Statute 116.111 which has since been amended to Florida Statute 112.3135; and

WHEREAS, County policy currently does not provide contact information under Section 2.15 Equal Opportunity Policy that is designated to receive complaints when the Equal Opportunity Policy has been violated; and;

WHEREAS, this Resolution will approve the addition of the Human Resources office email under Section 2.15 to be the designated form of contact for violations/complaints in regards to the Equal Opportunity Policy; and

WHEREAS, County policy currently does not have a directive under Section 2.16 Employee Recognition for employees whose years of service exceeds Thirty (30) years; and

WHEREAS, this Resolution will approve the addition to provide direction on award and recognition to those employees whose years of service exceeds Thirty (30) years of service; and

WHEREAS, Personnel Policies and Procedures Manual under Section 9.03 (F) Smoking references former Florida Statute 386.203 (10) which has since been amended to Florida Statute 386.203 (11); and

WHEREAS, This Resolution will approve the addition of smokeless tobacco products to Section 9.03 (f); and;

WHEREAS, This Resolution will approve the revision of Section 13.03 Procedures of the Employee Performance Evaluation system to be reviewed and finalized by the Department Head; and;

WHEREAS, this Resolution will approve the requested changes to the Personnel Policies and Procedures Manual that have been voted and approved by the Personnel Policies and Procedures Committee on January 24, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, THAT:

[Additions are shown with underline; deletions are shown with strikethrough.]

1. Section 1.07 of the Personnel Policies and Procedures Manual shall be amended as shown below:

Restrictions on employment of relatives shall be in accordance with Florida Statute 112.3135 (2) (a) as amended, which currently reads, "A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the agency in which he is serving or over which he exercises jurisdiction or control, any individual who is a relative of the public official." The definition of relative will be in accordance with Florida Statute 112.3135(1) (d) and will include Domestic Partner. Nothing set forth herein shall prohibit the employment of more than one (1) member of the same family. The Human Resources Office will be responsible to investigate any alleged incident of nepotism. Upon investigation if it is found that a potential conflict or that a relationship exists that could be interpreted as such, action may be taken so that the situation no longer exists. When needed, the County's legal advisor will furnish current information to the Human Resources office on Florida Statute ~~116.111~~ 112.3135.

Where a State or Local statute regarding nepotism exists which is more restrictive than this policy, the eligible applicant should follow the State and Local statute in lieu of this policy.

Definition: Domestic Partner2 - “Domestic Partners” are two adults who have chosen to share one another’s lives in a committed family relationship of mutual caring. Two individuals are considered to be Domestic Partners if: (1) they consider themselves to be members of each other’s immediate family; (2) they agree to be jointly responsible for each other’s basic living expenses: (3) neither of them is married or a member of another Domestic Partnership; (4) they are not blood related in a way that would prevent them from being married to each other under the laws of Florida; (5) each is at least of the legal age and competency required by Florida Law to enter into a marriage or other binding contract; (6) they each sign of Declaration of Domestic Partnership as provided in for Section 14.03 (7) they reside at the same residence.

2. Section 2.15 (F) of the Personnel Policies and Procedures Manual shall be amended as shown below:

F. If one believes that the County has violated the equal opportunity policy, as stated in this section, he/she should ~~submit a written complaint to the~~ contact the designated EEO Coordinator at humanresources@monroecounty-fl.gov. The EEO Coordinator shall investigate the complaint and respond to the complaint.

3. Section 2.16 (B) of the Personnel Policies and Procedures Manual shall be amended as shown below:

Monroe County has established a program to recognize County employees who have been in the County Service for Five, Ten, Fifteen, Twenty, Twenty-five, Thirty years; and beyond as indicated. Grant and part-time employees will be eligible for the years-of-service program.
~~At the employee’s anniversary date, or as soon thereafter as is feasible~~, The month prior to the employee’s anniversary date, the Human Resources office will send Department Heads a list of employees that are eligible for a years of service award ~~that month~~ along with a template letter for recognizing the employee ~~and notifying the Payroll office~~. Each Department Head will be responsible

for completing and providing a letter of recognition to the employee along with providing a copy to Human Resources to be placed in the employee's personnel file~~, noting the years of service and the award that will be given.~~ Payment of the award will be distributed as outlined below and will be included in the employee's paycheck~~. A letter to the Payroll Department will be completed by the Department informing Payroll what the amount of the award shall be and a copy of the letter provided to Human Resources to be placed in the employee's personnel file~~. The Human Resources office will coordinate the award payment with the Payroll office. It is the Department's responsibility to discuss the presentation opportunity with the employee and together come to a decision as to whether the employee would like to be recognized at the BOCC meeting. If the employee chooses to be recognized at the BOCC meeting, the Department must coordinate with the Human Resources office regarding the appropriate award as outlined below, and with the County Administrator's office to ensure that said recognition is placed on the meeting agenda. Whenever possible, this presentation will take place at the BOCC meeting in the employee's location. The following will be provided in a lump sum payment to the employee:

a. For 5 years of service, a decorative pin and a $100.00 award;

b. For 10 years of service, a decorative pin and a $200.00 award and recognition at the BOCC Meeting;

c. For 15 years of service, a decorative pin and a $350.00 award and recognition at the BOCC Meeting;

d. For 20 years of service, a decorative pin and a $500.00 award and recognition at the BOCC Meeting;

e. For 25 years of service, a decorative pin and a $1000.00 award and recognition at the BOCC Meeting;

f. For 30 years of service, a decorative pin, an engraved Lucite desk clock and a $1,500.00 award and recognition at the BOCC Meeting;

g. Any employee whose years of service exceeds 30 years will receive a $1,500.00 award and recognition at the BOCC meeting every 5th year thereafter.

4. Section 9.03 (T) of the Personnel Policies and Procedures Manual shall be amended as shown below:

T. Smoking – Smoking of tobacco products (as defined in Florida Statute 386.203 (~~10~~11)), the use of smokeless tobacco products, and the use of electronic, simulated smoking materials (such as electronic cigarettes, pipes or cigars) is prohibited in all Monroe County owned or occupied public facilities (buildings), vehicles, elevators, meeting rooms, hallways, corridors, lobbies, water fountain areas, stairwells and entryways.

5. Section 13.03 of the Personnel Policies and Procedures Manual shall be amended as shown below:

A. Each employee shall have his performance evaluated on a periodic basis as outlined in the Performance Appraisal Handbook.

1. All performance evaluations shall be made by the employee's immediate Supervisor (with input from anyone deemed appropriate by the Supervisor) and reviewed by the Department Head. ~~a higher-level Supervisor whenever possible. The immediate Supervisor's final evaluation shall not be changed by higher level Supervisors; however, reviewing Supervisors shall certify that they reviewed the rating and may attach any written comments they deem appropriate concerning the evaluation.~~

2. Department Head may authorize an evaluation at any time he or she deems appropriate.

3. The original, completed evaluation form, as well as any written material from the Supervisor, the Department Head, or the employee, shall be placed in the employee's official Personnel File.

B. If an employee receives a below satisfactory rating in any category, the immediate Supervisor shall work with the employee in an effort to assist him/her in improving job performance. Such employees, if retained by the department, shall have their performance re-evaluated in the category(s) which do not meet performance standards.

6. These changes shall become effective February 21, 2024.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 21st of February 2024.

Mayor Holly Merrill Raschein _____
Mayor Pro Tem James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

(SEAL) BY: _____

MAYOR HOLLY MERRILL RASCHEIN

ATTEST: KEVIN MADOK, CLERK

Approved as to form and legal sufficiency:
Monroe County Attorney's Office:

_____

2-2-2024

AS DEPUTY CLERK

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C10
2023-2070

BULK ITEM: Yes

DEPARTMENT: Fire Rescue

TIME APPROXIMATE:
N/A

STAFF CONTACT: James K. Callahan

AGENDA ITEM WORDING: Approval by the BOCC for Employment Agreement with Nina Burgess for Fire Rescue EMS Billing Specialist position with an increase in annual salary from $52,000 to $57,200 to commence on February 19, 2024 and terminate on February 18, 2026.

ITEM BACKGROUND:
Nina Burgess was hired for the position of EMS Billing Specialist on February 19, 2020 and the existing Employment Agreement is expiring on February 18, 2024.

Monroe County Fire Rescue (MCFR) is requesting approval for a new Employment Agreement with Nina Burgess which will commence on February 19, 2024 and terminate on February 18, 2026. Further, MCFR is requesting approval for an increase in annual salary from $52,000 to $57,200.

PREVIOUS RELEVANT BOCC ACTION:
12/11/13: BOCC and BOG approved creating positions of EMS Billing Supervisor and EMS Billing Specialist as Monroe County contract employees and to hire individuals into those positions; providing authority for Fire Chief to execute contracts.
02/15/17: BOCC and BOG approved creating a second EMS Billing Specialist position as a Monroe County contract employee.
06/21/17: BOCC and BOG approved the Employment Agreement for one additional Billing Specialist.
12/11/19: BOCC and BOG approved the Employment Agreement for the promotion of Dina Stitt from EMS Billing Specialist to EMS Billing Supervisor.
02/19/20: BOCC and BOG approved the Employment Agreement for Nina Stuart to fill the Fire Rescue EMS Billing Specialist position.
02/16/22: BOCC and BOG approved a one (1) month amendment to the Employment Agreement for Nina Burgess to provide for continued internal discussions regarding renewal terms and conditions for the subsequent contract term.
03/16/22: BOCC and BOG approved an Employment Agreement for Nina Burgess for a two (2) year term to expire on 2/18/24 along with an increase from $48,000 to $52,000.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Renewal of Employment Agreement with Nina Burgess for EMS Billing Specialist position

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

First Addendum to Employment Agreement for Nina Burgess Expires 02.18.26 Final.pdf
Burgess, Nina - C1 and I2 Expires 2-18-2024.pdf

FINANCIAL IMPACT:

02/19/24	101-11001 · MEDICAL AIR TRANSPORT	$44,616	78%
02/19/24	141-11500 · FIRE & RESCUE CENTRAL	$12,584	22%

Effective Date: 02/19/2024
Expiration Date: 02/18/2026
Total Dollar Value of Contract: $57,200.00 annually or $114,400.00 over the 2 year contract term
Total Cost to County: $96,856 approximate annual loaded salary
Current Year Portion: $33,367 approximate
Budgeted: Yes
Source of Funds: 11001 = 78% and 11500 = 22%
CPI: No
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts:
In lieu of an annual merit or cost-of-living adjustment, the employee will be eligible for a financial lump sum incentive based upon billing and collections performance; a max of 10% of base salary.
Revenue Producing: No If yes, amount: N/A
Grant: No
County Match: No
Insurance Required: No
Additional Details: N/A

FIRST ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN

THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS,

THE BOARD OF GOVERNORS OF MONROE COUNTY

FIRE & AMBULANCE DISTRICT 1, AND

NINA BURGESS

FOR THE POSITION OF EMS BILLING SPECIALIST

THIS FIRST ADDENDUM TO EMPLOYMENT AGREEMENT ("Addendum") is entered into upon the date below written by and between Monroe County, Florida, acting through its Board of County Commissioners ("BOCC"), a political subdivision of the State of Florida, whose main business address is 1100 Simonton Street, Key West, Florida 33040; the Board of Governors of Monroe County Fire & Ambulance District 1 (collectively "County") and Nina Burgess ("Employee").

WHEREAS, the County entered into an Employment Agreement ("Agreement") with Nina Burgess on March 19, 2022 for a period of twenty-four (24) months for the position of EMS Billing Specialist which is due to expire on February 18, 2024; and

WHEREAS, the Employment Agreement allows the parties to extend the employment term by written addendum; and

WHEREAS, the Employee has satisfactorily performed her duties therefore the parties desire to update several terms and extend the term of the contract for a period of two years, becoming effective on February 19, 2024 and terminating February 18, 2026, subject to modification of certain other terms within the Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Employee set forth herein, it is mutually agreed as follows:

1. Paragraph 2(c) of the Agreement is amended to read as follows: At the discretion of the EMS Billing Supervisor, Employee may be required to be physically present at the

EMS Billing Office located at 490 63rd Street, Marathon, FL 33050 for a minimum of forty (40) hours per week.

2. Paragraph 3(a) of the Agreement is amended to read as follows: In return for performance of the duties set forth in Exhibit A, including but not limited to specific duties assigned by MCFR from time to time, Employee shall receive an annual salary in the amount of fifty-seven thousand and two hundred dollars ($57,200).
3. Paragraph 3(d)(i) is amended to read as follows: Employee agrees to obtain EMS Ambulance Billing and Coding Certification while employed by Monroe County as an EMS Billing Specialist and during the term of this Agreement. Tuition costs related to the certification are eligible for reimbursement by Monroe County Fire Rescue of the actual expenditure in accordance with Section 2.11 of the Monroe County Personnel Policies and Procedures Manual ("Manual"), including the condition that the Employee must reimburse the cost of tuition if Employee terminates from Monroe County within one (1) year of completion of the course.
4. Paragraph 4 is amended to read as follows: The Employee agrees to abide by Section 1.03 OUTSIDE EMPLOYMENT as set forth in the Manual, and any updates thereto.
5. Paragraph 5(a) is amended to read as follows: The normal term of this Agreement as extended by this Addendum will be for a period of twenty-four (24) months commencing February 19, 2024 and terminating on February 18, 2026.

(signatures on next page)

IN WITNESS WHEREOF, the parties have set their hands and seals, in the County of Monroe, Florida this _____ day of _____, 2024.

MONROE COUNTY FIRE RESCUE

By: _____
James Callahan, Fire Chief

WITNESS:

By: _____

EMPLOYEE

By: _____
Nina Burgess

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

MONROE COUNTY ATTORNEY
Approved as to form and content:

By: _____
Assistant County Attorney

BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1 OF MONROE COUNTY, FLORIDA

By: _____
Mayor / Chairperson

MONROE COUNTY
FLORIDA

Job Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Job Title: **EMS Billing & Claims Specialist, Fire Rescue**

Department: Monroe County Fire Rescue

Pay Grade: Contract

FLSA Status: Non-exempt

JOB SUMMARY

The primary function of this position is to be responsible for report review, data entry, retrieval, and records maintenance of an air and ground EMS billing program; and for performing complex administrative work within the division of Emergency Services.

ESSENTIAL JOB FUNCTIONS

- Reviews ePCR reports to ensure complete and accurate patient demographic, trip, billing, and insurance information; refers incomplete or inaccurate records to EMS Quality Assurance.
- Extensive knowledge of medical terminology, CPT, HCPCS, ICD 10, and CMS 1500 Revenue Codes, modifiers, billing, rules, and recommendations for government and commercial payers.
- Verifies or assigns condition codes, modifiers, levels of service, and other relevant claim data.
- Scans and attaches biomedical and supporting trip records to electronic patient care reports.

- Greets customers in person and by telephone, receives account payments, and assists customers as necessary in the completion of insurance forms, Air Resident (Trauma Star) waivers, and records requests.
- Initiates pre-authorization for air ambulance transportation, if applicable for specific insurances.
- Assists Billing and Claims Supervisor with collection actions, including contacting patients by phone and arranging payments.
- Minimizes the number of aging accounts to maintain a consistent workflow by regularly following up on unpaid claims.
- Processes and posts Medicare, Medicaid, Automated Clearing House (ACH) payments, wire transfers, checks, and credit cards payments on a daily basis. Reviews and processes refunds as needed.
- Reviews and follows up on accounts before transferring to an outside collection agency that have reached collections timeframe for accuracy.
- Processes Air Resident (Trauma Star) waivers.
- Processes legal records requests for patient care reports and response records.
- Performs monthly EMSTARS extract and data submission to Department of Health, State EMS Division to comply with mandatory pre-hospital reporting requirements.
- Reviews, processes, and responds to correspondence accordingly.
- Posts payments and denials accurately.
- Maintains several spreadsheets for billing reconciliation.
- Scans and maintains accurate day to day posting documents and correspondence in One Drive for audits and compliance purposes.
- Maintains strictest confidentiality; adheres to all HIPAA guidelines/regulations and County/Department Policies and Procedures.
- Needs to stay informed of regulatory changes with the ability to adapt and navigate the claim reimbursement and denials environment.
- Possess strong written communication and grammar competencies to generate appeal letters that are specifically tailored to the patient's level of illness, the quality of service, reason for denial, and capacity against which prompted denial.
- Processes RFPs, contracts, renewals, purchases, agenda items, special projects, and maintains records.
- Participates in any meetings, phone conferences, or webinars that may be required to process rejections effectively, acquire information about the appeals process, adapt to the latest regulations and laws, or comprehend the terms of payer contracts.
- Assists in budget preparation and monitoring expenses.
- Performs other related job duties as assigned.
- In the event of special, emergency, or disaster situations, employee may be required to work schedules other than those for which they are regularly scheduled in any capacity deemed appropriate.

QUALIFICATIONS

Education and Experience:
High school Diploma or GED required. 3 years minimum of prior related work experience preferred.

Special Qualifications:
Certified Ambulance Coder within one year of employment.

Knowledge, Skills, and Abilities:

- Ability to work from a general outline of duties and responsibilities.
- Ability to perform entry-level professional work including basic data analysis and synthesis, report creation, process performance, and regulatory or compliance activities.
- Ability to follow basic guidelines for operational activities.
- Ability to work with less than ten co-workers who are mostly engaged in the same activities as me.

PHYSICAL DEMANDS

The work is sedentary and requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Additionally, the following physical abilities are required:

- Manual Dexterity: Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Mental Acuity: Ability to make rational decisions through sound logic and deductive processes.
- Repetitive Motion: Substantial movements (motions) of the wrist, hands, and/or fingers.
- Speaking: Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- Talking: Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Visual Acuity: Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

WORK ENVIRONMENT

Work is performed in a dynamic environment that requires sensitivity and responsiveness to changes that include goals, priorities, and needs of the organization and position.

Monroe County has the right to revise this job description at any time.
This description does not represent in any way a contract of employment.

Employee Signature — Date

James K. Callahan Digitally signed by James K. Callahan Date: 2024.01.19 11:34:14 -05'00'

Supervisor or Director Signature — Date

Bryan Cook Digitally signed by Bryan Cook Date: 2024.01.22 12:39:12 -05'00'

Director of Employee Services Signature — Date

E.O.E. *Monroe County does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or military service in employment or the provision of services.*

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: March 23, 2022

TO: Cheri Tamborski
Emergency Services

FROM: Liz Yongue, Deputy Clerk

SUBJECT: March 16th BOCC Meeting

Attached is an electronic copy of the following item for your handling:

C1 & I2 Employment Agreement with Nina Burgess for Fire Rescue EMS Billing Specialist position, with an increase in annual salary from $48,000.00 to $52,000.00, to commence on March 19, 2022 and terminate on February 18, 2024.

Should you have any questions, please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

EMPLOYMENT AGREEMENT BETWEEN

THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS;

THE BOARD OF GOVERNORS OF MONROE COUNTY

FIRE & AMBULANCE DISTRICT 1, AND

NINA BURGESS

FOR THE POSITION OF EMS BILLING SPECIALIST

THIS AGREEMENT is entered into upon the date last below written by and between Monroe County, Florida, acting through its Board of County Commissioners ("BOCC"), a political subdivision of the State of Florida, whose main business address is 1100 Simonton Street, Key West, Florida 33040; the Board of Governors of Monroe County Fire & Ambulance District 1 (collectively "County") and Nina Burgess ("Employee").

WHEREAS, Nina Burgess was selected and has been employed as EMS Billing Specialist since February 19, 2020;

WHEREAS, the current term of the employment agreement expires on March 18, 2022;

WHEREAS, County desires to increase the salary of Nina Burgess from $48,000 to $52,000; and

WHEREAS, the parties desire to enter into a new contract to become effective on March 19, 2022.

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Employee set forth herein, it is mutually agreed as follows:

1. EMPLOYMENT: Employee is hereby employed as the EMS Billing Specialist as a Contract Employee as that term is defined in Section 2.03 of the Personnel Policies & Procedures Manual ("Manual").

2. DUTIES: Duties of the Employee will be as set forth in the Job Description attached hereto as Exhibit A, the provisions of which are incorporated herein by reference.

A. The Employee shall not disclose to any person, party, or entity any confidential, proprietary, time-sensitive, or non-public (including HIPAA) information relating to the County or its operations unless required by law to do so.

B. Upon termination of this Agreement, the Employee agrees to immediately surrender all documents, information, property and assets to Monroe County Fire Rescue ("MCFR").

C. Due to the requirements of this position, Employee is required to be physically present at the EMS Billing Office located at 490 63rd Street, Marathon, FL 33050 for a minimum of 40 hours per week.

3. COMPENSATION AND BENEFITS: County and Employee agree that the position of EMS Billing Specialist will be a full-time position deemed non-exempt under the Fair Labor Standards Act. Work hours performed, annual leave, personal leave, and sick leave hours taken will be documented on a form or forms to be provided by the County, or by another method as designated by the County.

A. Base Pay: In return for performance of the duties set forth in Exhibit A, including but not limited to specific duties assigned by MCFR from time to time, Employee shall receive an annual salary in the amount of $52,000.

B. Financial Incentive: In lieu of any annual merit or cost-of-living adjustment, the Employee will be eligible for a financial lump sum incentive based upon billing and collections performance. After the conclusion of each billing and collections performance review period, a comparison of EMS user fee revenue will be conducted to determine whether a supplemental lump-sum payment is warranted for increased revenue receipts, not to exceed ten percent (10%) of base salary.

C. Benefits: Except as otherwise set forth herein, the Employee shall also receive all benefits set forth in the Monroe County Personnel Policies & Procedures Manual ("Manual") as said Manual may be amended from time to time.

D. Transportation and Business Related Travel: Employee agrees that she will be responsible for providing her own motor vehicle for transportation. MCFR agrees to budget and pay for the costs incurred by the Employee in attending approved seminar and continuing education courses as may be deemed necessary or appropriate to employee's duties and responsibilities under this Agreement and in accordance with County policy.

i. Employee agrees to maintain an EMS Ambulance Billing and Coding Certification during the term of this agreement. Tuition costs related to the certification are eligible for reimbursement by MCFR of the actual expenditure in accordance with Section 2.11 of the Monroe County Personnel Policies and Procedures Manual, including the condition that the Employee must reimburse the cost of tuition if Employee terminates from Monroe County within one (1) year of completion of the course.

4. SOLE EMPLOYMENT: The Employee agrees that he or she will not perform any work, consulting services, or other activities for any other person or entity, whether for remuneration or at no charge, without the prior express written approval of MCFR.

5. TERM OF AGREEMENT; TERMINATION; CANCELLATION; GENERAL RELEASE:

A. Normal Term. The normal term of this Agreement will commence on March 19, 2022 and terminate on February 18, 2024.

B. Extension of Time. The parties may extend the term of Agreement by written addendum to this Agreement.

C. Termination of Agreement:

i. By entering into this Agreement, the Employee understands that she serves at the pleasure of MCFR; and that the Employee can be terminated at any time upon thirty (30) days written notice by MCFR without cause.

ii. By entering into this Agreement, the Employee also understands that she can be terminated at any time upon 24 hours written notice by MCFR for cause. As used in this paragraph, the term "for cause" will mean (a) dishonesty with respect to the business and operation of the County; (b) confirmed violation of the County's drug policy; (c) refusal to cooperate in an investigation regarding any aspect of the business or operation of the County, including but not limited to an investigation which is conducted by or at the express direction of the BOCC; (d) conviction of a crime which is classified as a felony or a crime involving moral turpitude; (e) gross neglect or willful and intentional misconduct; (f) conviction of a crime; (g) violation of a provision of the Monroe County Code; or (h) breach of any material term or condition of this Agreement by the Employee.

iii. The Employee further understands that in the event of termination, the Employee is free to apply to the County for any other position then currently open and the County is free to consider the Employee for any open position, but that County has no obligation to place the Employee in another position, and specifically has no obligation to place the Employee in a position of equivalent or comparable salary, grade, or benefits. By entering into this Agreement, the Employee therefore specifically waives the right to utilize the grievance procedure set forth in Sections 9 and 10 of the Manual; House Bill No. 2658, Chapter 69-1321, the Monroe County Career Service Council; as well as any rights to which a Monroe County employee would otherwise be entitled under Chapter 447, Florida Statutes.

iv. Resignation. In the event the Employee resigns from the position prior to the normal expiration date of this Agreement, the Employee shall be entitled only to payment for salary through the effective date of the resignation and any accrued annual and sick leave in accordance the Monroe County Personnel Policies and Procedures.

6. ATTORNEY'S FEES AND COSTS: In the event of any litigation initiated by either party, the prevailing party shall receive reasonable attorneys' fees, costs of litigation, and related expenses, both at the trial and appellate levels.

7. GOVERNING LAW; ATTORNEY'S FEES AND COSTS; VENUE: This Agreement is made in the State of Florida and will be governed by Florida law. This Agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this Agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine, or neuter as the context requires. Monroe County, Florida will be the proper venue for any litigation involving this Agreement. This Agreement is not subject to arbitration.

8. OTHER TERMS AND CONDITIONS:

A. Except as set forth herein, the Employee is subject to all terms and conditions set forth in the Monroe County Personnel Policies & Procedures Manual ("Manual") and Monroe County Fire Rescue Standard Operating Procedures as may be amended from time to time. To the extent there is a conflict between the terms of this Agreement and the Manual, the terms of this Agreement shall prevail.

B. If any provision, term, or portion of this Agreement shall be held to be unconstitutional, illegal, invalid, or enforceable by a court of competent jurisdiction, the remaining terms, conditions, and portions shall remain in full force and effect as if originally agreed to without the term, condition, or portion that has been determined to be unconstitutional, illegal, invalid or unenforceable.

C. The waiver by either the County or the Employee of a breach or violation of any term or provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or violation by the other party.

D. The County and Employee acknowledge that each has shared equally in the review of this Agreement and, accordingly, no court or administrative hearing officer shall construe any provision of this Agreement more strictly against one party over the other party, and every term, condition, covenant, and provision of this Agreement shall be construed simply according to its fair meaning. Employee further acknowledges that she or he has had the Agreement reviewed by an attorney or has been given the opportunity to do so and has waived that opportunity.

E. This Agreement incorporates and supersedes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein. It is further agreed that there are no commitments, agreements, inducements, or understandings concerning the subject matter of this Agreement that are not contained herein, and no deviation from the terms hereof shall be predicated upon any prior representations, offers, promises, inducements, or agreements, whether oral or written, and by whomever made.

F. The text herein constitutes the entire agreement between the Employee and the County, and this agreement cannot be amended except by a written document mutually agreed to and executed with the same formalities as this Agreement. The rights and obligations of this Agreement are personal to the Employee and cannot be assigned or transferred.

9. CONTRACTS; PUBLIC RECORDS-F.S.119.0701:

A. For purposes of this section, the term:

i. "Contractor" means this aforenamed Employee, an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

ii. "Public Agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

B. In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically:

Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

i. Keep and maintain public records that would be required by the County to perform the service.

ii. Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

iv. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

v. A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY, AT (305)292-3470. BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12th STREET, SUITE 408, KEY WEST, FL 33040.

(signature block on next page)

IN WITNESS WHEREOF, the parties have set their hands and seals, in the County of Monroe, Florida this 16th day of March 2022.

FILED FOR RECORD
2022 MAR 23 AM 10: 11
KEVIN MADOK, CLERK CIR. CT.
MONROE COUNTY, FL

WITNESS:

By: _____

ATTEST:
KEVIN MADOK, MONROE COUNTY CLERK

By: _____
As Deputy Clerk

James D. Molenaar
Digitally signed by James D. Molenaar
Date: 2022.02.25 16:28:11 -05'00'

Approved as to Form and Legal Sufficiency

James D. Molenaar

Asst. County Attorney

MONROE COUNTY FIRE RESCUE

By: _____
Steven C. Hudson, Fire Chief

EMPLOYEE

By: _____
Nina Burgess

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1 OF MONROE COUNTY, FLORIDA

By: _____
Mayor / Chairperson

MONROE COUNTY
FLORIDA

Job Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Job Title: **Billing Specialist, Fire Rescue EMS**

Department: Monroe County Fire Rescue

Pay Grade: Contract

FLSA Status: Non-exempt

JOB SUMMARY

The primary function of this position is, under the direction of the Fire Rescue EMS Billing Supervisor, to be responsible for report review, data entry and retrieval, and records maintenance of an air and ground EMS billing program; and for performing complex administrative work within the division of Emergency Services.

ESSENTIAL JOB FUNCTIONS

- Reviews ePCR reports to ensure complete and accurate patient demographic, trip, billing, and insurance information; refers incomplete or inaccurate records to EMS Quality Assurance.
- Verifies or assigns condition codes, modifiers, levels of service, and other relevant claim data.
- Scans and attaches biomedical and supporting trip records to electronic patient care reports.
- Greets customers in person and by telephone, receives account payments, and assists customers as necessary in the completion of insurance forms, Air Resident (Trauma Star) waivers, and records requests.
- Assists Billing Supervisor with collection actions, including contacting patients by phone and arranging payments.
- Runs account aging and other related billing reports.
- Processes and posts Medicare, Medicaid, check, and credit card payments regularly. Reviews and processes refunds as needed.
- Processes Air Resident (Trauma Star) waivers.
- Processes legal records requests for patient care reports and response records.
- Performs monthly EMSTARS extract and data submission to Department of Health, State EMS Division to comply with mandatory pre-hospital reporting requirements.

- Maintains strictest confidentiality; adheres to all HIPAA guidelines/regulations and County/Department Policies and Procedures.
- Completes and maintains purchase orders, processes invoices, orders supplies, keeps inventory records, processes mail.
- Processes RFPs, contracts, renewals, purchases, agenda items, special projects, and maintains records.
- Assists in budget preparation and monitoring expenses.
- Performs other related job duties as assigned.
- May be required to provide disaster assistance during times of emergency in any capacity deemed appropriate.

QUALIFICATIONS

Education and Experience:
Highschool Diploma or GED required. 3 years minimum of prior related work experience preferred.

Special Qualifications:
Certified Ambulance Coder within one year of employment.

Knowledge, Skills and Abilities:

- Ability to make recommendations or decisions which usually affect the assigned department, but may at times affect operations, services, individuals, or activities of others outside of the assigned department.
- Ability to use and apply technical and detailed guidelines.
- Moderate analytic ability is needed to gather and interpret data where results/answers can be found after analysis of several facts.
- Ability to use independent judgment to study previously established, often partially relevant guidelines; plan for various interrelated activities; and coordinate such activities within a work unit or while completing a project.
- Ability to maintain regular internal and external contacts to carry out programs and to explain specialized matters.
- Ability to maintain contact with officials at higher levels on matters requiring cooperation, explanation, and persuasion, as well as with the public involving the enforcement of regulations, policies, and procedures.

PHYSICAL DEMANDS

The work is sedentary and requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Additionally, the following physical abilities are required:

- Manual Dexterity: Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Mental Acuity: Ability to make rational decisions through sound logic and deductive processes.

- Repetitive Motion: Substantial movements (motions) of the wrist, hands, and/or fingers.
- Speaking: Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- Talking: Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Visual Acuity: Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

WORK ENVIRONMENT

Work is performed in a dynamic environment that requires sensitivity and responsiveness to changes that include goals, priorities, and needs of the organization and position.

Monroe County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

Employee Signature — Date: 03/17/22

Supervisor or Director Signature — Date: 7/19/21

Bryan Cook Digitally signed by Bryan Cook Date: 2021.07.29 10:20:24 -04'00'

Director of Employee Service Signature — Date

E.O.E. *Monroe County does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or military service in employment or the provision of services.*

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C11
2023-2075

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:

STAFF CONTACT: Daryl Greenlee

AGENDA ITEM WORDING: Approval to purchase two (2) new Kenworth T880/T480 Dump Trucks for Roads Department and authorization for Fleet Director to execute any and all necessary documentation to facilitate the purchase and delivery of the vehicles. Replaces two old 2006 Mack Dump trucks - units RB5173 and RB5174.

ITEM BACKGROUND:
Supplier: All Roads Kenworth has submitted a quote (attached) in the amount of $212,268 (price each). This purchase is being made through the Florida Sheriffs Association - Contract # FSA23-VEH21.0: Heavy Trucks & Buses

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PREVIOUS RELEVANT BOCC ACTION:
Both units being replaced were included in the FY24 Vehicle/Equipment Replacement List.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval from the Board

DOCUMENTATION:

Award Report _ VendorLink.pdf
FSA23VEH21_Item_62_T880_52K_Truck_All_Roads_Kenworth_Options.pdf
FSA23VEH210-Heavy_Trucks__Buses_Final_Award_Packet10122023.pdf
ITEM_62_T880_52K_Truck_Base_Specs_All_Roads_Kenworth.pdf
Monroe County FSA23VEH21 Item 62 Complete Quotation T880_T480 Dump Trucks 1 8 24.pdf
email_from_DG.pdf

FINANCIAL IMPACT:

Roads Department - Cost Center 22500 - SC_00100 Vehicles - $212,268 x 2 = $424,536.

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 62, Kenworth, T880, T880

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Truckworx Kenworth	$173,342.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$146,040.00	Build	Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$141,729.00 $142,927.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$141,729.00 $142,927.00	Build Build	Options Options

Florida Sheriffs Association Cooperative Purchasing Program FSA23-VEH21.0 Options

Bidder: ALL ROADS KENWORTH LLC

Item make & model: KENWORTH T880 — **DEALER CONTACT: MIKE CRAWFORD 352-427-5462**

Item number: 62 52,000 GVW TRUCK — mcrawford@allroadstrucks.com

ALL ROADS TRUCKS — SERVICE AT EVERY TURN

KENWORTH

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
Item 62	52,000 GVW Truck Kenworth T880 MX11 355HP Fuller 14210C BASE	$ 141,729.00		Note: Factory MSRP Discount % is based on CURRENT MSRP at time of Bid - Bid price reflects that discount %	Note: Cost-Plus Markup % is based on base Option/Body cost. The total % indicated includes all costs associated with Bid Price
	ENGINES -Priced as MSRP Difference of the Base Spec Engine MX11 355HP Less a 22% Discount				
0130228	Paccar PX-9 380HP For T880 Model Credit	$ (2,515.00)	Factory Installed	MSRP Discount = 22%	
0701118	Paccar MX-11 445 HP	$ 344.00	Factory Installed	MSRP Discount = 22%	
0701209	Paccar MX-13 455 HP W/Engine Brake	$ 857.00	Factory Installed	MSRP Discount = 22%	
0701211	Paccar MX13 485 HP 1650 Ft/Lb (Plus Transmission Upgrade)	$ 1,613.00	Factory Installed	MSRP Discount = 22%	
0701212	Paccar MX-13 510 HP 1850 Ft/Lb (Plus Transmission Upgrade)	$ 2,235.00	Factory Installed	MSRP Discount = 22%	
0130341	Cummins X15L-450 450 HP 1650 Ft/Lb (Plus Transmission Upgrade)	$ 7,913.00	Factory Installed	MSRP Discount = 22%	
0130351	Cummins X15L-470V 470 HP 1750 Ft/Lb (Plus Transmission Upgrade)	$ 8,992.00	Factory Installed	MSRP Discount = 22%	
0130356	Cummins X15L-500V 500 HP 1650 Ft/Lb (Plus Transmission Upgrade)	$ 9,610.00	Factory Installed	MSRP Discount = 22%	
0130368	Cummins X15L-565V 565 HP 1850 Ft/Lb (Plus Transmission Upgrade)	$ 11,049.00	Factory Installed	MSRP Discount = 22%	
0130369	Cummins X15L-605V 565 HP 2050 Ft/Lb (Plus Transmission Upgrade)	$ 17,995.00	Factory Installed	MSRP Discount = 22%	
	Engine Accessories				
1700149	Engine Retarder Jacobs for PX9 & L9N Engines	$ 1,939.00	Factory Installed	MSRP Discount = 22%	
1000289	Engine Retarder MX-11 Engines	$ 1,477.00	Factory Installed	MSRP Discount = 22%	
1247263	Exhaust Single Can 2024 Right Hand Under Cab with RH Side of Cab Stack	$ 1,075.00	Factory Installed	MSRP Discount = 22%	
1247251	Exhaust Single Can 2024 Right Hand Under Cab with Dual Side of Cab Stacks	$ 2,264.00	Factory Installed	MSRP Discount = 22%	
1123556	Cooling Module: 1330 square inches. Clog Resistant	$ 899.00	Factory Installed	MSRP Discount = 22%	
1812162	Alternator 160 Amp Brushless	$ 310.00	Factory Installed	MSRP Discount = 22%	
1811276	Alternator: Leece Neville 12V270 Amp Alternator	$ 989.00	Factory Installed	MSRP Discount = 22%	
1812451	Alternator: Delco 40SI 12V320 Amp Brushless	$ 1,148.00	Factory Installed	MSRP Discount = 22%	
1855007	Batteries: (3) Odyssey GP31 AGM Threaded Post	$ 782.00	Factory Installed	MSRP Discount = 22%	
1821275	Batteries: 3 AGM 2775 CCA. For In-Cab Battery Box	$ 331.00	Factory Installed	MSRP Discount = 22%	
6405000	In-cab Steel Battery Box: Under Rider Seat: Requires AGM Batteries	$ 1,510.00	Factory Installed	MSRP Discount = 22%	
1840006	Battery Disconnect Switches (2)	$ 304.00	Factory Installed	MSRP Discount = 22%	
6340009	REPTO: Rear Engine Power Take-Off MX11	$ 2,713.00	Factory Installed	MSRP Discount = 22%	
6340070	REPTO: Rear Engine Power Take-Off MX13	$ 2,690.00	Factory Installed	MSRP Discount = 22%	
6340040	REPTO: Rear Engine Power Take-Off PX9 / ISL9	$ 4,173.00	Factory Installed	MSRP Discount = 22%	
	Manual Transmissions - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2058362	Trans: EATON FRO16210C 10 Speed	$ 487.00	Factory Installed	MSRP Discount = 22%	
2058372	Trans: FULLER RTO16908LL 10 Speed Manual	$ 1,594.00	Factory Installed	MSRP Discount = 22%	

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	Automated Transmissions - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2058603	Paccar TX-12 PO-16F112C 12 Speed Automated with PTO Provision	$ 4,863.00	Factory Installed	MSRP Discount = 22%	
2058610	Paccar TX-18 PRO-PXDP-16F118D 18 Speed Automated with PTO Provision	$ 14,019.00	Factory Installed	MSRP Discount = 22%	
2058409	Trans: Fuller F016E308LL VCS Ultrashift Plus 10 Speed	$ 9,937.00	Factory Installed	MSRP Discount = 22%	
2058437	Trans: Fuller Advantage Automated FAO-16810C EA3 10 Speed	$ 3,980.00	Factory Installed	MSRP Discount = 22%	
	Allison Automatic Transmission - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2011613	Transmission: Allison 3000RDS 6-speed with PTO provision (Requires PX-9)	$ 10,149.00	Factory Installed	MSRP Discount = 22%	
2011631	Transmission: Allison 3500RDS 6-speed with PTO provision	$ 10,819.00	Factory Installed	MSRP Discount = 22%	
2016612	Transmission: Allison 4000RDS 6-speed w/o retarder, with PTO provision	$ 24,051.00	Factory Installed	MSRP Discount = 22%	
2016627	Transmission: Allison 4500RDS 6-speed w/o retarder, with PTO provision	$ 25,186.00	Factory Installed	MSRP Discount = 22%	
	GVW UPGRADE PACKAGES - Priced as MSRP Difference from Base Spec Standard 52K & Upgrade GVWR Less 22% Discount				
66K GVW	66K GVW Package See Dealer for Spec Comparison Print out as Required	$ 32,109.00	Factory Installed	MSRP Discount = 22%	
	Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 46K Rear Axle, 46K Suspension, 46K Rear Brakes, 11R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades				
	(Above Option Package Requires Additional Engine / Transmission Upgrades)				
88K GVW	88K GVW Package X15 565HP Allison 4500RDS W Steerable Pusher	$ 120,179.00	Factory Installed	MSRP Discount = 22%	
	Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 52K Rear Axle, 52K Suspension, 52K Rear Brakes, 12R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades				
101K GVW	101K GVW Package X15 565HP Allison 4500RDS Tridem Drive W Steerable Pusher	$ 138,263.00	Factory Installed	MSRP Discount = 22%	
	Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 69K Rear Axle, 69K Suspension, 69K Rear Brakes, 12R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades				
	GVW / T480 MODEL DOWNGRADE PACKAGES - Priced as Model / MSRP Difference from Base Model Spec Standard 52K and downgrade Less 12% Discount				
T48052K PKG	T480 Model 52KGVW PX-9 370 HP Engine 14210C Trans. CREDIT	$ (4,521.00)	Factory Installed	MSRP Discount = 12%	
T480VHD PKG	T480 Model Vocational Hood Package, Stationary Grill, Front Frame Ext, FEPTO Provision	$ 4,925.00	Factory Installed	MSRP Discount = 12%	
	GVW / DOWNGRADE PACKAGES - Priced as MSRP Difference from Base Model Spec Standard 52K and downgrade Less 22% Discount				
T88035K PKG	T880 Model 35,000 GVW Single Axle MX11 350 HP Engine 14210C Trans CREDIT	$ (2,299.00)	Factory Installed	MSRP Discount = 22%	
T88038K PKG	T880 Model 38,000 GVW Single Axle MX11 350 HP Engine 14210C Trans 12K FA 26K RA	$ 3,632.00	Factory Installed	MSRP Discount = 22%	

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	T880 Model CNG Packages - Priced as MSRP Difference from Base Spec Standard 52K and CNG Package Less 22% Discount				
	Does Not Include CNG Tanks				
X12N4500RDSPKG	CNG - ISX12N 400 HP 1450 Ft/Lb With Allison 4500RDS	$ 88,067.00	Factory Installed	MSRP Discount = 22%	
X12N400PKG	CNG - ISX12N 400 HP 1450 Ft/Lb Engine, CNG Prep, CNG Exhaust	$ 62,881.00	Factory Installed	MSRP Discount = 22%	
L9N3000RDSPKG	CNG - L9N 320 HP With Required Allison 3000RDS - Limits GCW to 66,000lbs	$ 65,989.00	Factory Installed	MSRP Discount = 22%	
L9N4500RDSPKG	CNG - L9N 320 HP With Upgrade to Allison 4500RDS - Limits GCW to 66,000lbs	$ 80,591.00	Factory Installed	MSRP Discount = 22%	
1247019	Exhaust: Single Horizontal CNG Catalyst	$ 19,211.00	Factory Installed	MSRP Discount = 22%	
1247033	Exhaust: Single Right Hand Under Cab Single Vertical Tailpipe Side of Cab	$ 15,833.00	Factory Installed	MSRP Discount = 22%	
1227053	Exhaust Single Independent CNG Single Right Hand Vertical Back of Cab	$ 17,591.00	Factory Installed	MSRP Discount = 22%	
	T480 Model L9N 320HP CNG Packages Priced as MSRP Difference from Base Spec Standard 52K and CNG Package Less 22% Discount				
	Does Not Include CNG Tanks				
T480L9N4500RDS	T480 52,000# GVW: L9N 320 HP Upgraded to 4500RDS Limits GCW to 66,000lbs	$ 38,019.00	Factory Installed	MSRP Discount = 22%	
T480L9N3000RDS	T480 52,000# GVW: L9N 320 HP Req. Minimum 3000RDS Limits GCW to 66,000lbs	$ 23,284.00	Factory Installed	MSRP Discount = 22%	
	CNG Tank Packages Pricing includes Mounting, Shipping				
CNG AG30DGERM	Agility CNG Tank 30 DGE Single 30 Rail Mounted	$ 31,968.00	Vendor Installed		Cost Plus 20%
CNG AG50DGEBOC	Agility CNG Tanks 50 DGE Back Of Cab	$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG60DGERM	Agility CNG Tanks 60 DGE Dual 30 Rail Mounted	$ 49,179.60	Vendor Installed		Cost Plus 20%
CNG AG60DGEBOC	Agility CNG Tanks 60 DGE Back Of Cab	$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG80DGEBOC	Agility CNG Tanks 80 DGE Back Of Cab	$ 50,092.80	Vendor Installed		Cost Plus 20%
CNG AG90DGERM	Agility CNG Tanks 90 DGE Dual 45 Rail Mounted	$ 53,805.60	Vendor Installed		Cost Plus 20%
CNG AG106DGERM	Agility CNG Tanks 106 DGE Back Of Cab	$ 60,075.60	Vendor Installed		Cost Plus 20%
CNG AG120DGERM	Agility CNG Tanks 120 DGE Dual 60 Rail Mounted	$ 66,832.80	Vendor Installed		Cost Plus 20%
CNG AGFBF	Front Bumper Fill Port (Either Side)	$ 2,252.00	Vendor Installed		Cost Plus 20%
CNG AGDFH	35' De-Fueling Hose (Each)	$ 1,270.00	Vendor Installed		Cost Plus 20%
CNG MM60DGESM	Momentum CNG Tanks 60 DGE Dual 30 Rail Mounted	$ 46,828.00	Vendor Installed		Cost Plus 20%
CNG MM80DGEBOC	Momentum CNG Tanks 80 DGE Back Of Cab	$ 54,976.00	Vendor Installed		Cost Plus 20%
CNG MM90DGERM	Momentum CNG Tanks 90 DGE (1) 50 & (1) 40 Rail Mounted	$ 51,037.00	Vendor Installed		Cost Plus 20%
CNG MM95DGEBOC	Momentum CNG Tanks 95 DGE Back Of Cab	$ 58,230.00	Vendor Installed		Cost Plus 20%
CNG MM120DGERM	Momentum CNG Tanks 120 DGE Dual 60 Rail Mounted	$ 58,558.00	Vendor Installed		Cost Plus 20%
CNG MM135DGEBOC	Momentum CNG Tanks 135 DGE Back Of Cab	$ 59,823.00	Vendor Installed		Cost Plus 20%
CNG MM175DGEBOC	Momentum CNG Tanks 175 DGE Back Of Cab	$ 73,692.00	Vendor Installed		Cost Plus 20%
8229005	Methane Detection System For Natural Gas	$ 1,529.00	Factory Installed	MSRP Discount = 22%	

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	FRAME / CHASSIS / SUSPENSION OPTIONS				
6056600	Frame Rails 10-3/4" x 3-1/2 x 3/8"	$ 781.00	Factory Installed	MSRP Discount = 22%	
6057600	Frame Rails 11-5/8" x 3-7/8 x 3/8"	$ 1,534.00	Factory Installed	MSRP Discount = 22%	
6141200	Double Frame: Full Steel Insert for 10-5/8 or 10-3/4 Main Frame	$ 2,172.00	Factory Installed	MSRP Discount = 22%	
6144615	Double Frame: Full Steel Insert for 11-5/8 Main Frame	$ 4,016.00	Factory Installed	MSRP Discount = 22%	
6391201	Custom Frame Layout	$ 1,076.00	Factory Installed	MSRP Discount = 22%	
6790003	Special Frame Drilling - Drawing must be provided	$ 1,401.00	Factory Installed	MSRP Discount = 22%	
9490645/9490647	Zinc Phosphate Frame Rail Processing Inc Frame Insert	$ 632.00	Factory Installed	MSRP Discount = 22%	
6302461	Bumper Tapered Chrome Steel Channel	$ 466.00	Factory Installed	MSRP Discount = 22%	
6303763	Bumper Heavy Duty Tapered Painted Steel Box	$ 1,427.00	Factory Installed	MSRP Discount = 22%	
6321005	Removable Front Tow Hooks	$ 237.00	Factory Installed	MSRP Discount = 22%	
6324025/6390312	Front Tow Hook Center Mounted Cast with Drop Pin / Iron Front Spring Brackets	$ 392.00	Factory Installed	MSRP Discount = 22%	
6405000/1821275	In-Cab Battery Box / In-Cab Battery Box Seat / AGM Batteries	$ 1,162.00	Factory Installed	MSRP Discount = 22%	
6405082	Aluminum Under Cab Battery Box with integral Steps Polished	$ 1,188.00	Factory Installed	MSRP Discount = 22%	
9102040	Moisture Ejection Valve: Two Bendix DV-2 Automatic	$ 233.00	Factory Installed	MSRP Discount = 22%	
9100016	Air Dryer Wabco 1200 Plus	$ 359.00	Factory Installed	MSRP Discount = 22%	
9140015	Wirebraid Air Hose in Frame Rails : Nylon in cab	$ 929.00	Factory Installed	MSRP Discount = 22%	
9150170	Aluminum Air Tanks vs Steel	$ 349.00	Factory Installed	MSRP Discount = 22%	
9110020	Full Truck Kit - Factory Air and Electric to Rear Frame For Trailer Connection	$ 765.00	Factory Installed	MSRP Discount = 22%	
9140326	Additional 7 Way Electrical Connector End of Frame	$ 938.00	Factory Installed	MSRP Discount = 22%	
7210150	Fuel Tank 150 Gallon Aluminum	$ 467.00	Factory Installed	MSRP Discount = 22%	
7216100/7214100	Dual 100 Gal Alum Fuel Tanks w/20 Gal DEF Tank	$ 2,083.00	Factory Installed	MSRP Discount = 22%	
7721100/789819	Factory Frame mounted Hydraulic/Water Tank 100Gal (4) Tank fittings (2) Fwd & (2) Rear	$ 1,071.00	Factory Installed	MSRP Discount = 22%	
7721060/789819	Factory Frame mounted Hydraulic/Water Tank 60Gal (4) Tank fittings (2) Fwd & (2) Rear	$ 998.00	Factory Installed	MSRP Discount = 22%	
7831044	Fuel Tank Steps 6in Wide Upper & Lower NFPA Compliant Per Tank	$ 424.00	Factory Installed	MSRP Discount = 22%	
7840015	Polish Fuel or Hydraulic Tank Per Tank	$ 372.00	Factory Installed	MSRP Discount = 22%	
7821103/7889081	Heavy Duty 7 Inch Wide Steel Fuel Tank Supports w SS Straps/Polished Per Tank	$ 750.00	Factory Installed	MSRP Discount = 22%	
7840038	Polished Stainless DEF Tank Cover	$ 278.00	Factory Installed	MSRP Discount = 22%	
	FRONT AXLE / SUSPENSION UPGRADE PACKAGES **Priced as MSRP Difference of Base Spec 12K Front Axle & Suspension Less a 22% Discount**				
14.6K FA PKG	Front Axle: 14,600# Brakes/ Springs / Steering / Tires	$ 1,172.00	Factory Installed	MSRP Discount = 22%	
16K FA PKG	Front Axle: 16,000# Brakes/ Springs / Steering / Tires	$ 6,982.00	Factory Installed	MSRP Discount = 22%	
20K FA PKG	Front Axle: 20,000# Brakes/ Springs / Steering / Tires	$ 8,922.00	Factory Installed	MSRP Discount = 22%	

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	REAR AXLE / SUSPENSION UPGRADE OPTIONS / PACKAGES Priced as MSRP Difference of Base Spec 40K Rear Axle & Reyco Spring Susp. Less a 22% Discount				
	REAR AXLE OPTIONS				
3121181	Rear Axle Dana D40-172P Vocational 40K Heavy Housing & Larger Axle Shafts	$ 3,336.00	Factory Installed	MSRP Discount = 22%	
3122164	Rear Axle MERITOR RT-40-160P Vocational40K Heavy Housing & Large Axle Shafts	$ 5,292.00	Factory Installed	MSRP Discount = 22%	
3142171	Rr Axle MERITOR RT-46-164PEH Vocational46K Heavy Housing Larger Axle Shafts	$ 3,866.00	Factory Installed	MSRP Discount = 22%	
52K RA PKG	52K Rear Axle, Brakes, Suspension (Requires Additional Frame & Tire Upgrades)	$ 26,534.00	Factory Installed	MSRP Discount = 22%	
3511420	Driver Controlled Differential Locks: (2) Axles	$ 2,403.00	Factory Installed	MSRP Discount = 22%	
	REAR SUSPENSION OPTIONS				
	Air Ride Suspensions				
3730026	Rear Suspension: Kenworth Airglide 400L 4 Bag 40,000 LB	$ 1,096.00	Factory Installed	MSRP Discount = 22%	
3730030	Rear Suspension: Kenworth Airglide 400 8 Bag 40,000 LB	$ 2,662.00	Factory Installed	MSRP Discount = 22%	
3740130	Rr Suspension: Kenworth Airglide 460 46,000 LB 8 Bag w/Dual Leveling Valve	$ 2,800.00	Factory Installed	MSRP Discount = 22%	
3744156	Rear Suspension: Neway Air Ride 46,000 LB	$ 7,531.00	Factory Installed	MSRP Discount = 22%	
3754153	Rear Suspension: Neway Air Ride 52,000 LB	$ 9,060.00	Factory Installed	MSRP Discount = 22%	
	Spring / Rubber Mounted Suspensions				
3739217/3832026	Rear Suspension: Chalmers 854-40 40,000 LB 54 IN. w/Shocks	$ 4,537.00	Factory Installed	MSRP Discount = 22%	
3749201/3832026	Rear Suspension: Chalmers 854-46 46,000 LB 54 IN. w/Shocks	$ 5,829.00	Factory Installed	MSRP Discount = 22%	
3749287/3832026	Rear Suspension: Chalmers 854-52 52,000 LB 54 IN. w/Shocks	$ 7,231.00	Factory Installed	MSRP Discount = 22%	
3732977	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 400 40K	$ 2,868.00	Factory Installed	MSRP Discount = 22%	
3747462	Rear Suspension: Hendrickson RT463 46,000# 54 in. Axle Spacing	$ 4,719.00	Factory Installed	MSRP Discount = 22%	
3742992	Rear Suspension: Hendrickson ULTIMAAX 460 46K	$ 7,086.00	Factory Installed	MSRP Discount = 22%	
3752992	Rear Suspension: Hendrickson ULTIMAAX 520 52K	$ 7,836.00	Factory Installed	MSRP Discount = 22%	
3742942	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 460 46K	$ 3,845.00	Factory Installed	MSRP Discount = 22%	
3752942	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 520 52K	$ 5,518.00	Factory Installed	MSRP Discount = 22%	
	LIFT AXLE & SUSPENSION OPTIONS / INC WHEELS & TIRES				
3808026	Non Steerable Pusher Axle Watson Chalin 21K Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 16,296.00	Factory Installed	MSRP Discount = 22%	
3808025	Non Steerable Pusher Axle Watson Chalin 23K Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 14,884.00	Factory Installed	MSRP Discount = 22%	
3808131	Steerable Lift Axle: Watson Chalin 13,200 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 11,900.00	Factory Installed	MSRP Discount = 22%	
3808802	Steerable Lift Axle: Watson Chalin 20,000 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 16,520.00	Factory Installed	MSRP Discount = 22%	
3808027	Steerable Lift Axle: Watson Chalin 23,000 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 27,224.00	Factory Installed	MSRP Discount = 22%	

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	TIRE / STEEL WHEEL OPTIONS - Priced as MSRP Difference from Base Spec Wheels & Tires Less a 22% Discount				
4010093/5042312	Front Tires/Wheels: 425/65R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	$ 2,261.00	Factory Installed	MSRP Discount = 22%	
4017211/5042312	Front Tires/Wheels: 385/65R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	$ 2,235.00	Factory Installed	MSRP Discount = 22%	
4010006/5042367	Front Tires/Wheels: 315/80R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	$ 1,945.00	Factory Installed	MSRP Discount = 22%	
4010137/4210002	Front & Rear Tires: 11R22.5 Tires Michelin, Goodyear, (Or Equal Determined by Availability)	$ 4,949.00	Factory Installed	MSRP Discount = 22%	
4017158/4210003	Front & Rear Tires: 11R24.5 Tires Michelin, Goodyear, (Or Equal Determined by Availability)	$ 6,068.00	Factory Installed	MSRP Discount = 22%	
4210002	Rear Tires: (8) 11R22.5 Tires & Michelin, Goodyear, (Or Equal Determined by Availability)	$ 3,802.00	Factory Installed	MSRP Discount = 22%	
4210003/5242310	Rear Tires: (8) 11R24.5 Tires & Steel Wheels	$ 3,917.00	Factory Installed	MSRP Discount = 22%	
5242367/4277537	Rear Tires: (8) 315/80R22.5 Tires & Steel Wheels	$ 7,443.00	Factory Installed	MSRP Discount = 22%	
5242367/4238810	Rear Tires: (8) 12R22.5 Tires & Steel Wheels	$ 6,633.00	Factory Installed	MSRP Discount = 22%	
	ALUMINUM WHEEL OPTIONS				
5245263	Front Wheels:22.5 X 8.25 Aluminum (2)	$ 411.00	Factory Installed	MSRP Discount = 22%	
5245265	Front Wheels: 24.5 X 8.25 Aluminum (2)	$ 421.00	Factory Installed	MSRP Discount = 22%	
5042324	Front Wheels: 22.5 X 9.00 Aluminum (2)	$ 501.00	Factory Installed	MSRP Discount = 22%	
5045218	Front Wheels: 22.5 X 12.25 Aluminum (2)	$ 580.00	Factory Installed	MSRP Discount = 22%	
5245263 10	Front / Rear Wheels: 22.5 X 8.25 Aluminum (10)	$ 1,644.00	Factory Installed	MSRP Discount = 22%	
5245265 10	Front / Rear Wheels: 24.5 X 8.25 Aluminum (10)	$ 1,685.00	Factory Installed	MSRP Discount = 22%	
5042324 10	Front / Rear Wheels: 22.5 X 9.00 Aluminum (10)	$ 2,003.00	Factory Installed	MSRP Discount = 22%	
	Sleeper Packages Priced as MSRP Difference from Base Spec Less a 22% Discount				
40 SLEEPER	40 Inch Sleeper Package	$ 16,307.00	Factory Installed	MSRP Discount = 22%	
52 SLEEPER	52 Inch Sleeper Package	$ 21,052.00	Factory Installed	MSRP Discount = 22%	
76 SLEEPER	76 Inch Sleeper Package	$ 33,644.00	Factory Installed	MSRP Discount = 22%	
	CAB / LIGHTS / SAFETY OPTIONS				
80909604	Hood T880 Standard Length (Required with Cummins X15 & X12N)	$ 273.00	Factory Installed	MSRP Discount = 22%	
8865003	Dual Kenworth Motorized Mirrors	$ 279.00	Factory Installed	MSRP Discount = 22%	
8850823 2	Hood Mounted Mirror (PAIR)	$ 374.00	Factory Installed	MSRP Discount = 22%	
1160208	Bugscreen Mounted Between Hood & Grill	$ 100.00	Factory Installed	MSRP Discount = 22%	
8879917	Two Additional Outboard Windows Back of Cab	$ 366.00	Factory Installed	MSRP Discount = 22%	
8890135	Exterior Steel Sunvisor	$ 718.00	Factory Installed	MSRP Discount = 22%	
8841618	Dual Roof Mtd Air Horns	$ 194.00	Factory Installed	MSRP Discount = 22%	
8800380	Dual Side Of Cab Grabhandles	$ 254.00	Factory Installed	MSRP Discount = 22%	
8410273	Driver Seat Air Ride GT702 HB DuraCloth	$ 319.00	Factory Installed	MSRP Discount = 22%	
8460272	Rider Seat Air Ride GT702 HB DuraCloth	$ 468.00	Factory Installed	MSRP Discount = 22%	
8480068	2 Passenger Bench Seat	$ 714.00	Factory Installed	MSRP Discount = 22%	
8601880	CB Radio W/ Weather Band Header Mount	$ 457.00	Factory Installed	MSRP Discount = 22%	
8208497	Four Spare Switches Wired to Power	$ 131.00	Factory Installed	MSRP Discount = 22%	
8700196	Turn Signal Self Cancelling	$ 213.00	Factory Installed	MSRP Discount = 22%	
8205177	Dash Mounted PTO Switch	$ 189.00	Factory Installed	MSRP Discount = 22%	
9042542	Fog Lights Clear Lens	$ 388.00	Factory Installed	MSRP Discount = 22%	
9060011	Halogen Spotlight LH mounted	$ 145.00	Factory Installed	MSRP Discount = 22%	
9060055	Halogen Spotlight LH & RH mounted	$ 269.00	Factory Installed	MSRP Discount = 22%	
9080141	Dual Low Profile LED Amber Beacon Strobes Roof Mounted	$ 776.00	Factory Installed	MSRP Discount = 22%	

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
9080148	Dual Low Profile Roof Mounted Brackets / Switch & Wiring For Cust Installed Strobes	$ 282.00	Factory Installed	MSRP Discount = 22%	
9090000/9009007	Daytime Running Lights With Override Switch	$ 184.00	Factory Installed	MSRP Discount = 22%	
9090316	Junction Box End of Frame	$ 232.00	Factory Installed	MSRP Discount = 22%	
9056144	Floodlights Dual LED Pedestal Mtd Back of Cab	$ 324.00	Factory Installed	MSRP Discount = 22%	
9052008	Floodlights Dual LED Flush Mounted Back of Cab	$ 158.00	Factory Installed	MSRP Discount = 22%	
9058071	Switch & Wiring, Indicator Light for Customer installed Work Lights	$ 114.00	Factory Installed	MSRP Discount = 22%	
9943052/996003	Metallic Paint Color / Non Standard Paint	$ 977.00	Factory Installed	MSRP Discount = 22%	
9940044	Frame Paint Other than Black	$ 1,840.00	Factory Installed	MSRP Discount = 22%	
9944824	2 Color Paint Daycab	$ 4,560.00	Factory Installed	MSRP Discount = 22%	
9090147	Back Up Alarm	$ 146.00	Factory Installed	MSRP Discount = 22%	
9490206	Safety Triangles	$ 44.00	Factory Installed	MSRP Discount = 22%	
9490404	Fire Extinguisher 5lb Dry Chemical	$ 122.00	Factory Installed	MSRP Discount = 22%	
NFPAPKG	NFPA Compliance Seats,Seat Occupancy Sensors & VDR Harness	$ 2,550.00	Factory Installed	MSRP Discount = 22%	
BUC	Back Up Camera	$ 1,815.00	Vendor Installed		Cost Plus 25%
Brigade BUC	Brigade Back Up Camera System	$ 2,938.00	Vendor Installed		Cost Plus 25%
TPMS	Dealer-Installed TPMS System	$ 2,875.00	Vendor Installed		Cost Plus 25%
AWLED	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount (Whelen)	$ 2,844.00	Vendor Installed		Cost Plus 25%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	$ 948.00	Vendor Installed		Cost Plus 25%
SAFETY	Cab Fire Extinguisher & Safety Triangles	$ 397.00	Vendor Installed		Cost Plus 25%
Autolube	Auto Lube System for Bodies	$ 7,850.00	Vendor Installed		Cost Plus 25%
Fire Suppression	Fire Supression System DAFO	$ 6,450.00	Vendor Installed		Cost Plus 25%
	DUMP BODIES				
Stampede 16	16' Ox Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate Allison PTO	$ 44,133.00	Vendor Installed		Cost Plus 25%
Maverick 16	16' Ox Maverick Dump Body 48" Sides 1/4" Plate Floor Elec Tarp Air Gate Allison PTO	$ 32,438.00	Vendor Installed		Cost Plus 25%
Stampede 14	14' Ox Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate Allison PTO	$ 43,614.00	Vendor Installed		Cost Plus 25%
Maverick 14	14' Ox Maverick Dump Body 48" Sides 1/4" Plate Floor Elec Tarp Air Gate Allison PTO	$ 29,188.00	Vendor Installed		Cost Plus 25%
14 Trash Dump	14' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 33,525.00	Vendor Installed		Cost Plus 25%
16 Trash Dump	16' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 36,451.00	Vendor Installed		Cost Plus 25%
18 Trash Dump	18' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 40,479.00	Vendor Installed		Cost Plus 25%
20 Trash Dump	20' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 42,876.00	Vendor Installed		Cost Plus 25%
	Body Upgrade Options				
Custom Color	Paint Body Other Color than Black / White	$ 2,765.00	Vendor Installed		Cost Plus 25%
2 Way Tail Gate	2 Way Tail Gate Dump Bodies	$ 3,129.00	Vendor Installed		Cost Plus 25%
HiLift Gate	Hi-Lift Gate Dump Bodies	$ 2,781.00	Vendor Installed		Cost Plus 25%
DBV	Dump Body Electric Vibrator	$ 1,548.00	Vendor Installed		Cost Plus 25%
TOOLBOX48	Under body tool boxes - 18x18x48 steel	$ 2,000.00	Vendor Installed		Cost Plus 25%
TOOLBOX36	Under body tool boxes - 18x18x36 steel	$ 1,875.00	Vendor Installed		Cost Plus 25%
TOOLBOX24	Under body tool boxes - 18x18x24 steel	$ 1,625.00	Vendor Installed		Cost Plus 25%
DBBUC	Body builder installed Basic Back Up Camera	$ 1,725.00	Vendor Installed		Cost Plus 25%
PINTLE 25T	25ton Pintle Hitch Includes Factory Gladhands & Seven-way Trailer Plug	$ 3,063.00	Vendor Installed		Cost Plus 25%
DBLEDS	Body Builder installed Basic (4) LED Flashers Amber (2) Cab Shield (2) Rear of Body	$ 1,185.00	Vendor Installed		Cost Plus 25%
	FLAT BEDS / TANKER TRUCKS / FUEL BODIES				Cost Plus 25%
16FLAT	16' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	$ 21,755.00	Vendor Installed		Cost Plus 25%
20FLAT	20' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	$ 24,378.00	Vendor Installed		Cost Plus 25%
24FLAT	24' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	$ 28,331.00	Vendor Installed		Cost Plus 25%

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
TMA Scorpion	TL-3 Scorpion II, TMA Truck Mounted Attenuator Crash Truck	$ 70,388.00	Vendor Installed		Cost Plus 12%
	Complete TMA Flatbed Ballasted, Hyd Arrowboard,LED's Cameras DVR				
	SEWER VACUUM / CLEANERS /JETTERS / HYDRO EXCAVATORS/ RECYCLERS AVAILABLE AT COST +5%				
AquatechB10-1450	Aquatech B10-1450 Combination Sewer & Vacuum Truck Basic Unit	$ 338,855.00	Vendor Installed		Cost Plus 5%
Vactor2100	Vactor 2100 Sewer Cleaner 10 Cubic Yard Basic Unit (Options Available)	$ 360,315.00	Vendor Installed		Cost Plus 5%
TruvacFLXX	Truvac Flexx 10 Cubic Yard Sewer Cleaner Basic Unit (Options Available)	$ 319,692.00	Vendor Installed		Cost Plus 5%
TruvacHXX	Truvac HXX 12 Cubic Yard Sewer Cleaner Basic Unit (Options Available)	$ 421,596.00	Vendor Installed		Cost Plus 5%
VacCon	VACCON HYDRO EXCAVATOR Basic Unit (Options Available)	$ 470,549.00	Vendor Installed		Cost Plus 5%
Klein K-400	4,000 Gallon Water Tank for Truck Direct PTO mtd pump KLEIN K-400 TRAPEZOID	$ 70,280.00	Vendor Installed		Cost Plus 25%
Water Cannon	Water Cannon Turret Upgrade for Water Truck (Additional Upgrades Available)	$ 13,299.00	Vendor Installed		Cost Plus 25%
WATERTRUCK 4K	4,000 Gallon Water Tank for Truck Direct PTO mtd pump	$ 69,840.00	Vendor Installed		Cost Plus 25%
WATERTNK 3K SS	Water Tank Truck 3,000 Gallon Stainless (Req current quote at time of Order)	$ 150,000.00	Vendor Installed		Cost Plus 25%
CT MIXER	Concrete Mixer Body 10.5 Cubic Yard (Wet Batch Style)	$ 137,448.00	Vendor Installed		Cost Plus 25%
VOLUM MIXER ZM	Volumetric Concrete Mixer 10 Cubic Yard - Zimmerman	$ 214,491.00	Vendor Installed		Cost Plus 12%
CT Mixer Silo ZM	350BBL Belgrade Portable Silo (Must purchase Body Above)	$ 117,194.00	Vendor Installed		Cost Plus 10%
LSFUEL-LUBE	1550 gal Fuel & Lube Body with DEF, Water, Air, Grease, Used Oil System	$ 205,425.00	Vendor Installed		Cost Plus 10%
2KSSFUELLUBEHC	2000 Gal Stainless Fuel Tank & Lube Body with DEF, Water, Grease, Hose Reel Cab	$ 184,773.00	Vendor Installed		Cost Plus 10%
FUEL AL4K	4000 Gal Aluminum Refined Fuel Tanker With Hose Reel	$ 140,877.00	Vendor Installed		Cost Plus 10%
CUSTOM TC10	Custom Designed Bodies Available at Cost + 10% Including Fees	10%	Vendor Installed		Cost Plus 10%
	GRAPPLE LOADERS & BODIES				
PetersenAL-1	Petersen AL-1 Atlas Grapple w/ 50 C.Y. HardOx Body Inc Strobes,Lights & BU Cam	$ 170,672.00	Vendor Installed		Cost Plus 7%
ATLAS DWT	Petersen AL-1 Atlas Dual Walk through 24' 40CY HDX Body Quadsticks Strobes,Lights	$ 173,818.00	Vendor Installed		Cost Plus 7%
Route Assistant 2240	Petersen TR3 Route Assistant Dual Walk through 22' 40CY HDX Body Quadsticks	$ 169,533.00	Vendor Installed		Cost Plus 7%
PalfingerM13A80	Palfinger Epsilon M13A80 Loader 32.5' Double Reach 24' BeauRoc MPHD 55 CY body	$ 166,980.00	Vendor Installed		Cost Plus 10%
PalfingerM100L72	Palfinger Epsilon M100L72 Hydraulic Loader w/ 20' BeauRoc MPMD 27 CY dump body	$ 162,335.00	Vendor Installed		Cost Plus 10%

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description		Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	BOOM TRUCK & CRANE BODIES					
	Boom Truck / Cranes / Digger Derrick Options Below Require GVW UPGRADES					
NBT40142	NBT40142 BOOM TRUCK	Requires 101,200 GVW Chassis	$ 489,818.80	Vendor Installed		Cost Plus 5%
NBT45127	NBT45127 BOOM TRUCK	Requires 78,350 GVW Chassis	$ 442,793.96	Vendor Installed		Cost Plus 5%
NBT45142	NBT45142 BOOM TRUCK	Requires 78.350 GVW Chassis	$ 487,868.43	Vendor Installed		Cost Plus 5%
NBT55L-151	NBT55L-151 BOOM TRUCK	Requires 88,000 GVW Chassis	$ 551,766.82	Vendor Installed		Cost Plus 5%
NBT60XL	NBT60XL BOOM TRUCK	Requires 77,000 GVW Chassis	$ 670,045.30	Vendor Installed		Cost Plus 5%
26101C	26101C BOOM TRUCK	Requires 60,000 GVW Chassis	$ 201,998.13	Vendor Installed		Cost Plus 5%
30100C	30100C BOOM TRUCK	Requires 60,000 GVW Chassis	$ 215,983.82	Vendor Installed		Cost Plus 5%
30102C	30102C BOOM TRUCK	Requires 60,200 GVW Chassis	$ 218,066.57	Vendor Installed		Cost Plus 5%
40124SHL	40124SHL BOOM TRUCK	Requires 78,350 GVW Chassis	$ 362,785.45	Vendor Installed		Cost Plus 5%
TC50128	TC50128 BOOM TRUCK	Requires 88,000 GVW Chassis	$ 510,063.71	Vendor Installed		Cost Plus 5%
TC50155	TC50155 BOOM TRUCK	Requires 88,000 GVW Chassis	$ 524,065.92	Vendor Installed		Cost Plus 5%
	BUCKET TRUCK & DIGGER DERRICKS					
RMX75/100	RMX75/100 BUCKET TRUCK	Requires 60,000 GVW Chassis	$ 521,807.74	Vendor Installed		Cost Plus 5%
GENERAL 80	GENERAL 80 DIGGER DERRICK	Requires 66,000 GVW Chassis	$ 417,162.11	Vendor Installed		Cost Plus 5%
TM100	TM100 BUCKET TRUCK	Requires 78,000 GVW Chassis	$ 487,532.93	Vendor Installed		Cost Plus 5%
TM125	TM125 BUCKET TRUCK	Requires 78,000 GVW Chassis	$ 554,797.67	Vendor Installed		Cost Plus 5%
	REFUSE BODIES					
HEIL DP5000 REL	HeiL DP5000 25yd REL		$ 135,007.00	Vendor Installed		Cost Plus 9%
Heil PT	Heil PT Commercial Rear Loader 25 Cu Yd		$ 140,021.00	Vendor Installed		Cost Plus 9%
Bayne CT	Bayne Cart Tipper each		$ 9,375.00	Vendor Installed		Cost Plus 25%
EZ G400 REL	E-Z Pack Goliath G400 30yd Rear Loader		$ 124,869.00	Vendor Installed		Cost Plus 11%
EZ G300 REL	E-Z Pack Goliath G300 30yd Rear Loader		$ 111,211.00	Vendor Installed		Cost Plus 11%
EZ Apollo	E-Z Pack Apollo 25yd Rear Loader		$ 104,928.00	Vendor Installed		Cost Plus 11%
NEWAY REL	Neway King Cobra 25yd REL		$ 118,249.00	Vendor Installed		Cost Plus 11%
Load REL	Loadmaster Excel S High Compaction 25yd REL		$ 110,445.00	Vendor Installed		Cost Plus 7%
Load Enviromaster	Environmaster DT 60/40 Split Body Rear Load Refuse 25yd		$ 181,673.00	Vendor Installed		Cost Plus 7%
AMREP REL	Amrep Hardox Rear Loader Full Push Out AMHRLTPO-25YD		$ 125,341.00	Vendor Installed		Cost Plus 10%
Leach 2RIII REL	Leach 2R3-III 25yd Rear Load Refuse		$ 148,200.00	Vendor Installed		Cost Plus 9%
	Roll Off Hoist					
GAL-AFOR174	Roll Off: Galbreath AF-0R-174 60k w/Pioneer tarp		$ 82,800.00	Vendor Installed		Cost Plus 15%
GAL-U5OR174	Change to U5-0R-174 60k w/Pioneer		$ 79,692.00	Vendor Installed		Cost Plus 15%
GALFAB60	Galfab Rolloff 60K With Tarp System		$ 75,325.00	Vendor Installed		Cost Plus 15%
Stellar 65-174	Stellar 65-174 Hook Lift Inc Tarp System		$ 110,096.00	Vendor Installed		Cost Plus 12%

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	EXTENDED WARRANTY OPTIONS:				
	KENWORTH BASE VEHICLE EXTENDED WARRANTY				
9201828	Kenworth Base Vehicle 5 Year 100K Miles	$ 2,820.00	Factory Installed	Non Discountable - Cost	
9201830	Kenworth Base Vehicle 5 Year 300K Miles	$ 6,250.00	Factory Installed	Non Discountable - Cost	
9201973	Kenworth Towing for Warrantable Failures 5YR UNL	$ 2,290.00	Factory Installed	Non Discountable - Cost	
	CNG ENGINE EXTENDED WARRANTY				
334115	Warranty: L9N PP1 5 Yr/150K	$ 2,700.00	Factory Installed	Non Discountable - Cost	
424115	Warranty: ISX12N 5Yr/200K PP1	$ 2,550.00	Factory Installed	Non Discountable - Cost	
	DIESEL ENGINE EXTENDED WARRANTY				
9209689/9209116	Warranty: PX9 PP1 5Yr/100K With Aftertreatment	$ 2,190.00	Factory Installed	Non Discountable - Cost	
9203776/9203810	Cummins Protect Plan 1 X15 5 Year/100,000 mi Inc Aftertreatment Warranty	$ 2,340.00	Factory Installed	Non Discountable - Cost	
9203377/9209116	Cummins Protect Plan 1 X15 5 Year/200,000 mi Inc Aftertreatment Warranty	$ 2,805.00	Factory Installed	Non Discountable - Cost	
9203844/9203810	Cummins Protect Plan1 X15 Travel/Tow 5 Year/100K mi Inc Aftertreatment Wty	$ 3,140.00	Factory Installed	Non Discountable - Cost	
9203845/9209116	Cummins Protect Plan1 X15 Travel/Tow 5 Year/200K mi Inc Aftertreatment Wty	$ 3,605.00	Factory Installed	Non Discountable - Cost	
9204344/9204433	MX Comprehensive Plan A 5Yr/100K mile Includes Aftertreatment Warranty	$ 2,495.00	Factory Installed	Non Discountable - Cost	
	ALLISON TRANSMISSION EXTENDED WARRANTY				
Allison3000NR7	Warranty- Allison 3000 RDS 7yr - Unlimited Miles Extended	$ 1,060.00	Vendor Installed	Non Discountable - Cost	
Allison3000R7	Warranty- Allison 3000 RDS Refuse 7yr - Unlimited Miles Extended	$ 2,301.00	Vendor Installed	Non Discountable - Cost	
Allison3500NR7	Warranty- Allison 3500 RDS 7yr - Unlimited Miles Extended	$ 1,209.00	Vendor Installed	Non Discountable - Cost	
Allison4500NR7	Warranty- Allison 4500 RDS 7yr - Unlimited Miles Extended	$ 1,536.00	Vendor Installed	Non Discountable - Cost	
Allison4500R7	Warranty- Allison 4500 RDS Refuse 7yr - Unlimited Miles Extended	$ 2,045.00	Vendor Installed	Non Discountable - Cost	
	DISCOUNTS / NON SCHEDULED OPTIONS / SURCHARGES				
CPPD	Prepayment Discount Available If Chassis is Paid for when delivered to Body Company	Consult Dealer			
Discount 2.10	Dealer Discretionary Discount - Determined By Dealer as Appropriate - When Available				
MSRP22	22% Discount Off Current MSRP For Unspecified Factory Options Including Fees	22%	Factory Installed	MSRP Discount = 22%	
NSO	Non Scheduled Unpublished Options/Bodies Available at Cost + 35% Max	35%	Vendor Installed		
2025YMES	2025 Year Model or Emissions Surcharge - From Manufacturer - Pass through at cost				
Surcharge 3.06	Surcharges - Charged by Manufacturer - As Provided for in Terms & Conditions 3.06				
Delivery	Delivery Charge - applies to out of Local FSA Zone Deliveries - if required	.			
	TAGS				
TEMP TAG	Temporary Tag	INC			
TRANSFER	Transfer tag	INC			
NEWTAG	New tag: state / city / county	At Cost			

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses
Final Award Contract Packet

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
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p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Notice of Final Award
FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses
Current Contract Prices

Item #	Item Group	Item	Model #	Link
1	Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis	Endera B-Series	B-Series	https://www.myvendorlink.com/external/award?s=152477&i=1
2	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Bluebird Vision Electric	Vision Electric	https://www.myvendorlink.com/external/award?s=152477&i=2
3	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Bluebird All-American Electric	T3RE	https://www.myvendorlink.com/external/award?s=152477&i=3
5	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Phoenix Motorcars Z600 Type A School Bus	Z600	https://www.myvendorlink.com/external/award?s=152477&i=5
6	Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis	BYD The Dreamer	Type D Electric School Bus	https://www.myvendorlink.com/external/award?s=152477&i=6
7	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	Endera B-Series	B-Series	https://www.myvendorlink.com/external/award?s=152477&i=7
8	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	Starcraft Allstar	Allstar	https://www.myvendorlink.com/external/award?s=152477&i=8
9	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	Bluebird Vision	Vision	https://www.myvendorlink.com/external/award?s=152477&i=9
11	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	Starcraft Allstar	Allstar	https://www.myvendorlink.com/external/award?s=152477&i=11
12	Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis	Bluebird T3RE	T3RE	https://www.myvendorlink.com/external/award?s=152477&i=12
13	Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis	Bluebird T3FE	T3FE	https://www.myvendorlink.com/external/award?s=152477&i=13
14	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Kenworth T680E	T680E	https://www.myvendorlink.com/external/award?s=152477&i=14
15	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Peterbilt 579EV	579EV	https://www.myvendorlink.com/external/award?s=152477&i=15
16	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Volvo VNR	VNR	https://www.myvendorlink.com/external/award?s=152477&i=16
18	Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2	International EMV	MV60E	https://www.myvendorlink.com/external/award?s=152477&i=18
19	Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2	Mack MD7 Electric	MDe7	https://www.myvendorlink.com/external/award?s=152477&i=19
20	Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2	Battle Motors LNT	LNT	https://www.myvendorlink.com/external/award?s=152477&i=20
21	Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2	Peterbilt 220EV	220	https://www.myvendorlink.com/external/award?s=152477&i=21
23	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Crew Cab	W5G	https://www.myvendorlink.com/external/award?s=152477&i=23
24	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Super Cab	X5G	https://www.myvendorlink.com/external/award?s=152477&i=24
25	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-600 Super Cab	F6K	https://www.myvendorlink.com/external/award?s=152477&i=25
26	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Regular Cab	F5G	https://www.myvendorlink.com/external/award?s=152477&i=26
27	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	International CV	515	https://www.myvendorlink.com/external/award?s=152477&i=27
28	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Kenworth T180	T180	https://www.myvendorlink.com/external/award?s=152477&i=28
29	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Peterbilt 535	535	https://www.myvendorlink.com/external/award?s=152477&i=29
31	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Super Cab	X5H	https://www.myvendorlink.com/external/award?s=152477&i=31
32	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Crew Cab	W5H	https://www.myvendorlink.com/external/award?s=152477&i=32
33	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Regular Cab	F5H	https://www.myvendorlink.com/external/award?s=152477&i=33
34	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-600 Regular Cab	F6L	https://www.myvendorlink.com/external/award?s=152477&i=34
35	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	International CV	515	https://www.myvendorlink.com/external/award?s=152477&i=35
36	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Ford F-650 Regular Cab	F6D	https://www.myvendorlink.com/external/award?s=152477&i=36
37	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Freightliner M2	106	https://www.myvendorlink.com/external/award?s=152477&i=37
38	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Hino L6	L6	https://www.myvendorlink.com/external/award?s=152477&i=38
39	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	International MV	607	https://www.myvendorlink.com/external/award?s=152477&i=39
40	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Kenworth T280	T280	https://www.myvendorlink.com/external/award?s=152477&i=40
41	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Mack MD6	MD6	https://www.myvendorlink.com/external/award?s=152477&i=41
42	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Peterbilt 536	536	https://www.myvendorlink.com/external/award?s=152477&i=42
43	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Ford F-750 Regular Cab	F7D	https://www.myvendorlink.com/external/award?s=152477&i=43
44	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Freightliner M2	106	https://www.myvendorlink.com/external/award?s=152477&i=44
45	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Hino L7	L7	https://www.myvendorlink.com/external/award?s=152477&i=45
46	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	International MV	607	https://www.myvendorlink.com/external/award?s=152477&i=46
47	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Kenworth T380	T380	https://www.myvendorlink.com/external/award?s=152477&i=47
48	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Mack MD7	MD7	https://www.myvendorlink.com/external/award?s=152477&i=48
49	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Peterbilt 537	537	https://www.myvendorlink.com/external/award?s=152477&i=49
50	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Western Star 47X	47X	https://www.myvendorlink.com/external/award?s=152477&i=50
51	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Freightliner M2	112	https://www.myvendorlink.com/external/award?s=152477&i=51
52	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	International HV	613	https://www.myvendorlink.com/external/award?s=152477&i=52
53	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	International HX	62F	https://www.myvendorlink.com/external/award?s=152477&i=53
54	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Kenworth T880	T880	https://www.myvendorlink.com/external/award?s=152477&i=54
55	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Mack AN or G Series	AN or G Series	https://www.myvendorlink.com/external/award?s=152477&i=55
56	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Peterbilt 567	567	https://www.myvendorlink.com/external/award?s=152477&i=56
57	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Volvo V Series	V Series	https://www.myvendorlink.com/external/award?s=152477&i=57
58	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Western Star 47X	47X	https://www.myvendorlink.com/external/award?s=152477&i=58
59	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Freightliner M2	112	https://www.myvendorlink.com/external/award?s=152477&i=59
60	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	International HX	62F	https://www.myvendorlink.com/external/award?s=152477&i=60
61	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	International HV	613	https://www.myvendorlink.com/external/award?s=152477&i=61
62	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Kenworth T880	T880	https://www.myvendorlink.com/external/award?s=152477&i=62
63	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Mack AN or G Series	AN or G Series	https://www.myvendorlink.com/external/award?s=152477&i=63
64	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Peterbilt 5671	5671	https://www.myvendorlink.com/external/award?s=152477&i=64
65	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Volvo V Series	V Series	https://www.myvendorlink.com/external/award?s=152477&i=65
66	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Western Star 49X	49X	https://www.myvendorlink.com/external/award?s=152477&i=66
67	Cab and Chassis: Tilt Cab (DRW) 4x2	Battle Motors LNT	LNT-21	https://www.myvendorlink.com/external/award?s=152477&i=67
68	Cab and Chassis: Tilt Cab (DRW) 4x2	Isuzu NPR-HD	N3F1	https://www.myvendorlink.com/external/award?s=152477&i=68
69	Cab and Chassis: Tilt Cab (DRW) 4x2	Isuzu FTR Chassis	MT1/G1	https://www.myvendorlink.com/external/award?s=152477&i=69
70	Cab and Chassis: Tilt Cab (DRW) 4x2	Kenworth K270	K270	https://www.myvendorlink.com/external/award?s=152477&i=70
71	Cab and Chassis: Tilt Cab (DRW) 4x2	Peterbilt 2201	220	https://www.myvendorlink.com/external/award?s=152477&i=71
76	Mobile Command Unit/Critical Response Unit	Frontline Communications CRU-22	CRU-22	https://www.myvendorlink.com/external/award?s=152477&i=76

78	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Battle Motors LET II	LET II	https://www.myvendorlink.com/external/award?s=152477&i=78
80	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Mack Mack LR Electric	Mack LR Electric	https://www.myvendorlink.com/external/award?s=152477&i=80
81	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Peterbilt 520EV	520EV	https://www.myvendorlink.com/external/award?s=152477&i=81
82	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Autocar ACX64	ACX64	https://www.myvendorlink.com/external/award?s=152477&i=82
83	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Battle Motors LET2	LET2-44	https://www.myvendorlink.com/external/award?s=152477&i=83
85	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Mack TE Series	TE Series	https://www.myvendorlink.com/external/award?s=152477&i=85
86	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Peterbilt 520	520	https://www.myvendorlink.com/external/award?s=152477&i=86
87	Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck	Broyhill TD3.6	TD3.6	https://www.myvendorlink.com/external/award?s=152477&i=87
88	Tactical Armored Vehicles	Terradyne Gurkha MPV	Gurkha MPV	https://www.myvendorlink.com/external/award?s=152477&i=88
89	Terminal Tractor	Autocar ACTT42	ACTT42	https://www.myvendorlink.com/external/award?s=152477&i=89
90	Terminal Tractor	Kalmar Ottawa T2	71056	https://www.myvendorlink.com/external/award?s=152477&i=90
91	Terminal Tractor	Kalmar Ottawa T2 4x2 Offroad	71055	https://www.myvendorlink.com/external/award?s=152477&i=91
92	Terminal Tractor	Tico Pro-Spotter	Pro-Spotter	https://www.myvendorlink.com/external/award?s=152477&i=92
93	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	StarTrans The Senator II	Senator SII 22	https://www.myvendorlink.com/external/award?s=152477&i=93
94	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	StarTrans The Senator II HD	Senator HD 28	https://www.myvendorlink.com/external/award?s=152477&i=94

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses
Final Award Report

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Florida Transportation Systems, Inc. Creative Bus Sales, Inc.	$310,740.00 $317,189.00	Build Build	Options Options
Northern	Primary Alternate	Florida Transportation Systems, Inc. Creative Bus Sales, Inc.	$310,740.00 $317,189.00	Build Build	Options Options
Central	Primary Alternate	Florida Transportation Systems, Inc. Creative Bus Sales, Inc.	$310,740.00 $317,189.00	Build Build	Options Options
Southern	Primary Alternate	Florida Transportation Systems, Inc. Creative Bus Sales, Inc.	$310,740.00 $317,189.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 2, Bluebird, Vision Electric, Vision Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$403,309.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$403,309.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$403,309.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$403,309.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 3, Bluebird, All-American Electric, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$421,854.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$421,854.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$421,854.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$421,854.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 5, Phoenix Motorcars, Z600 Type A School Bus, Z600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Northern	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Central	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Southern	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

Item: 6, BYD, The Dreamer, Type D Electric School Bus

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	$437,332.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	$437,332.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	$437,332.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	$437,332.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 7, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$118,877.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$118,877.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$118,877.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$118,877.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 8, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	$79,085.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	$79,085.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	$79,085.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	$79,085.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 93, StarTrans, The Senator II, Senator SII 22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 9, Bluebird, Vision, Vision

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$143,750.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$143,450.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$143,450.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$143,750.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 11, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	$140,137.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	$140,137.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	$140,137.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	$140,137.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 94, StarTrans, The Senator II HD, Senator HD 28

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

Item: 12, Bluebird, T3RE, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$175,832.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$175,532.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$175,532.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$175,832.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Item: 13, Bluebird, T3FE, T3FE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$157,829.00	Build	
Northern	Primary	Florida Transportation Systems, Inc.	$157,629.00	Build	
Central	Primary	Florida Transportation Systems, Inc.	$157,629.00	Build	
Southern	Primary	Florida Transportation Systems, Inc.	$157,829.00	Build	

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 14, Kenworth, T680E, T680E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$467,936.00	Build	Options
Central	Primary	Florida Kenworth, LLC	$471,912.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$500,286.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	$471,912.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$500,286.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 15, Peterbilt, 579EV, 579EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$484,000.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 16, Volvo, VNR, VNR

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$409,688.00	Build	Options
Northern	Primary	Nextran Truck Centers	$409,688.00	Build	Options
Central	Primary	Nextran Truck Centers	$409,688.00	Build	Options
Southern	Primary	Nextran Truck Centers	$409,688.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 18, International, EMV, MV60E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$272,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$270,000.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$270,000.00 $270,250.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$270,677.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 19, Mack, MD7 Electric, MDe7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$242,926.00	Build	Options
Northern	Primary	Nextran Truck Centers	$242,926.00	Build	Options
Central	Primary	Nextran Truck Centers	$242,926.00	Build	Options
Southern	Primary	Nextran Truck Centers	$242,926.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 20, Battle Motors, LNT, LNT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	$428,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	$426,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$423,600.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 21, Peterbilt, 220EV, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$358,082.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 23, Ford, F-550 Crew Cab, W5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,305.00	Build	Options
	Alternate	Duval Ford LLC	$60,569.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,080.00	Build	Options
	Alternate	Duval Ford LLC	$60,359.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$59,855.00	Build	Options
	Alternate	Duval Ford LLC	$60,449.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$59,855.00	Build	Options
	Alternate	Duval Ford LLC	$60,594.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 24, Ford, F-550 Super Cab, X5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$59,905.00	Build	Options
	Alternate	Duval Ford LLC	$60,166.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$59,680.00	Build	Options
	Alternate	Duval Ford LLC	$59,956.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$59,455.00	Build	Options
	Alternate	Duval Ford LLC	$60,046.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$59,455.00	Build	Options
	Alternate	Duval Ford LLC	$60,191.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 25, Ford, F-600 Super Cab, F6K

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$61,492.00	Build	Options
	Alternate	Duval Ford LLC	$61,765.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$61,267.00	Build	Options
	Alternate	Duval Ford LLC	$61,555.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$61,042.00	Build	Options
	Alternate	Duval Ford LLC	$61,645.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$61,042.00	Build	Options
	Alternate	Duval Ford LLC	$61,790.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Regular Cab, F5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$58,437.00	Build	Options
Northern	Primary	Duval Ford LLC	$58,227.00	Build	Options
Central	Primary	Duval Ford LLC	$58,317.00	Build	Options
Southern	Primary	Duval Ford LLC	$58,462.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 27, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$67,400.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$66,400.00	Build	Options
Central	Primary	Sun State International Trucks	$66,275.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	$66,400.00	Build	Options
Southern	Primary	Rechtien International Trucks	$66,373.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 28, Kenworth, T180, T180

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$95,559.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$95,909.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$95,909.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 29, Peterbilt, 535, 535

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$106,067.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 31, Ford, F-550 Super Cab, X5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,665.00	Build	Options
	Alternate	Duval Ford LLC	$62,788.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,440.00	Build	Options
	Alternate	Duval Ford LLC	$62,578.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,215.00	Build	Options
	Alternate	Duval Ford LLC	$62,668.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,215.00	Build	Options
	Alternate	Duval Ford LLC	$62,813.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 32, Ford, F-550 Crew Cab, W5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,464.00	Build	Options
	Alternate	Duval Ford LLC	$63,752.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,239.00	Build	Options
	Alternate	Duval Ford LLC	$63,542.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,014.00	Build	Options
	Alternate	Duval Ford LLC	$63,632.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,014.00	Build	Options
	Alternate	Duval Ford LLC	$63,777.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 33, Ford, F-550 Regular Cab, F5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,810.00	Build	Options
	Alternate	Duval Ford LLC	$61,078.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,585.00	Build	Options
	Alternate	Duval Ford LLC	$60,868.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,360.00	Build	Options
	Alternate	Duval Ford LLC	$60,958.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$60,360.00	Build	Options
	Alternate	Duval Ford LLC	$61,103.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 34, Ford, F-600 Regular Cab, F6L

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,113.00	Build	Options
	Alternate	Duval Ford LLC	$64,406.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,888.00	Build	Options
	Alternate	Duval Ford LLC	$64,196.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,663.00	Build	Options
	Alternate	Duval Ford LLC	$64,286.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,663.00	Build	Options
	Alternate	Duval Ford LLC	$64,431.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 35, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$71,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$69,995.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$69,875.00 $69,995.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$70,178.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 36, Ford, F-650 Regular Cab, F6D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$68,547.00	Build	Options
	Alternate	BOZARD FORD	$70,751.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,547.00	Build	Options
	Alternate	BOZARD FORD	$70,751.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,547.00	Build	Options
	Alternate	BOZARD FORD	$70,751.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,547.00	Build	Options
	Alternate	BOZARD FORD	$70,751.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 37, Freightliner, M2, 106

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	$76,300.00	Build	Options
	Alternate	Tampa Truck Center	$77,529.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	$76,900.00	Build	Options
	Alternate	Tampa Truck Center	$77,529.00	Build	Options
Central	Primary	SBL Freightliner, LLC	$76,300.00	Build	Options
	Alternate	Tampa Truck Center	$77,529.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$75,900.00	Build	Options
	Alternate	Tampa Truck Center	$77,529.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 38, Hino, L6, L6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$76,024.00	Build	Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$76,024.00 $80,036.00	Build Build	Options Options
Central	Primary	TRUCKMAX, INC.	$76,024.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$76,024.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 39, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$80,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$79,500.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$79,425.00 $79,500.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$79,964.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 40, Kenworth, T280, T280

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$102,073.00	Build	Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$97,413.00 $98,667.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$97,413.00 $98,667.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 41, Mack, MD6, MD6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$83,676.00	Build	Options
Northern	Primary	Nextran Truck Centers	$83,676.00	Build	Options
Central	Primary	Nextran Truck Centers	$83,676.00	Build	Options
Southern	Primary	Nextran Truck Centers	$83,676.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 42, Peterbilt, 536, 536

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$109,703.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 43, Ford, F-750 Regular Cab, F7D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$70,163.00	Build	Options
	Alternate	BOZARD FORD	$72,136.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,163.00	Build	Options
	Alternate	BOZARD FORD	$72,136.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,163.00	Build	Options
	Alternate	BOZARD FORD	$72,136.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$69,163.00	Build	Options
	Alternate	BOZARD FORD	$72,136.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 44, Freightliner, M2, 106

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$77,329.00	Build	Options
	Alternate	Orlando Freightliner	$77,354.00	Build	Options
	Alternate	SBL Freightliner, LLC	$77,500.00	Build	Options
Northern	Primary	Orlando Freightliner	$77,074.00	Build	Options
	Alternate	Tampa Truck Center	$77,329.00	Build	Options
	Alternate	SBL Freightliner, LLC	$77,900.00	Build	Options
Central	Primary	Orlando Freightliner	$76,774.00	Build	Options
	Alternate	SBL Freightliner, LLC	$77,300.00	Build	Options
	Alternate	Tampa Truck Center	$77,329.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$76,900.00	Build	Options
	Alternate	Tampa Truck Center	$77,329.00	Build	Options
	Alternate	Orlando Freightliner	$77,354.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 45, Hino, L7, L7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$79,255.00	Build	Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$79,255.00 $81,939.00	Build Build	Options Options
Central	Primary	TRUCKMAX, INC.	$79,255.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$79,255.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 46, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$81,950.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$80,950.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$80,875.00 $80,950.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$81,255.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 47, Kenworth, T380, T380

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$102,925.00	Build	Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$98,800.00 $101,463.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$98,800.00 $101,463.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 48, Mack, MD7, MD7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$88,890.00	Build	Options
Northern	Primary	Nextran Truck Centers	$88,890.00	Build	Options
Central	Primary	Nextran Truck Centers	$88,890.00	Build	Options
Southern	Primary	Nextran Truck Centers	$88,890.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 49, Peterbilt, 537, 537

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$115,029.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 50, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$107,400.00	Build	Options
Northern	Primary	Tampa Truck Center	$107,400.00	Build	Options
Central	Primary	Tampa Truck Center	$107,400.00	Build	Options
Southern	Primary	Tampa Truck Center	$107,400.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 51, Freightliner, M2, 112

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	$107,300.00	Build	Options
	Alternate	Tampa Truck Center	$108,611.00	Build	Options
	Alternate	Orlando Freightliner	$110,490.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	$107,900.00	Build	Options
	Alternate	Tampa Truck Center	$108,611.00	Build	Options
	Alternate	Orlando Freightliner	$110,490.00	Build	Options
Central	Primary	SBL Freightliner, LLC	$107,300.00	Build	Options
	Alternate	Tampa Truck Center	$108,611.00	Build	Options
	Alternate	Orlando Freightliner	$109,910.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$105,900.00	Build	Options
	Alternate	Tampa Truck Center	$108,611.00	Build	Options
	Alternate	Orlando Freightliner	$110,490.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 52, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$115,850.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$114,850.00	Build	Options
Central	Primary	Sun State International Trucks	$114,795.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	$114,850.00	Build	Options
Southern	Primary	Rechtien International Trucks	$115,449.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 53, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$132,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$131,500.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$131,374.00 $131,500.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$132,500.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 54, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$142,390.00	Build	Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$142,158.00 $146,784.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$142,158.00 $146,784.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 55, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$130,462.00	Build	Options
Northern	Primary	Nextran Truck Centers	$130,462.00	Build	Options
Central	Primary	Nextran Truck Centers	$130,462.00	Build	Options
Southern	Primary	Nextran Truck Centers	$130,462.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 56, Peterbilt, 567, 567

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$163,188.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 57, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$131,706.00	Build	Options
Northern	Primary	Nextran Truck Centers	$131,706.00	Build	Options
Central	Primary	Nextran Truck Centers	$131,706.00	Build	Options
Southern	Primary	Nextran Truck Centers	$131,706.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 58, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$126,224.00	Build	Options
	Alternate	Orlando Freightliner	$128,566.00	Build	Options
Northern	Primary	Orlando Freightliner	$129.00	Build	Options
	Alternate	Tampa Truck Center	$126,224.00	Build	Options
Central	Primary	Tampa Truck Center	$126,224.00	Build	Options
	Alternate	Orlando Freightliner	$127,986.00	Build	Options
Southern	Primary	Tampa Truck Center	$126,244.00	Build	Options
	Alternate	Orlando Freightliner	$128,566.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 59, Freightliner, M2, 112

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	$102,400.00	Build	Options
	Alternate	Tampa Truck Center	$106,903.00	Build	Options
Northern	Primary	Orlando Freightliner	$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	$103,400.00	Build	Options
	Alternate	Tampa Truck Center	$106,903.00	Build	Options
Central	Primary	Orlando Freightliner	$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	$102,400.00	Build	Options
	Alternate	Tampa Truck Center	$106,903.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$101,200.00	Build	Options
	Alternate	Orlando Freightliner	$101,978.00	Build	Options
	Alternate	Tampa Truck Center	$106,903.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 60, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$129,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$128,500.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$128,437.00 $128,500.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$128,917.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 61, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$115,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$114,000.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$113,963.00 $114,000.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$115,493.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 62, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Truckworx Kenworth	$173,342.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$146,040.00	Build	Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$141,729.00 $142,927.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$141,729.00 $142,927.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 63, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$137,308.00	Build	Options
Northern	Primary	Nextran Truck Centers	$137,308.00	Build	Options
Central	Primary	Nextran Truck Centers	$137,308.00	Build	Options
Southern	Primary	Nextran Truck Centers	$137,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 64, Peterbilt, 5671, 5671

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$165,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 65, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$132,979.00	Build	Options
Northern	Primary	Nextran Truck Centers	$132,979.00	Build	Options
Central	Primary	Nextran Truck Centers	$132,979.00	Build	Options
Southern	Primary	Nextran Truck Centers	$132,979.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 66, Western Star, 49X, 49X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$123,930.00	Build	Options
	Alternate	Tampa Truck Center	$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Northern	Primary	Orlando Freightliner	$123,930.00	Build	Options
	Alternate	Tampa Truck Center	$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Central	Primary	Orlando Freightliner	$123,350.00	Build	Options
	Alternate	Tampa Truck Center	$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Southern	Primary	Orlando Freightliner	$123,930.00	Build	Options
	Alternate	Tampa Truck Center	$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	$137,599.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 67, Battle Motors, LNT, LNT-21

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$174,741.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$177,207.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$174,741.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$177,207.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$174,741.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$177,207.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 68, Isuzu, NPR-HD, N3F1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	$52,014.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	$52,014.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	$52,014.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	$52,014.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 69, Isuzu, FTR Chassis, MT1/G1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	$81,075.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	$81,075.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	$81,075.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	$81,075.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 70, Kenworth, K270, K270

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$99,510.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,870.00 $99,516.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,870.00 $99,516.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 71, Peterbilt, 2201, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$122,502.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Mobile Command Unit/Critical Response Unit

Item: 76, Frontline Communications, CRU-22, CRU-22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ten-8 Fire & Safety, LLC	$340,095.00	Build	Options
Northern	Primary	Ten-8 Fire & Safety, LLC	$340,095.00	Build	Options
Central	Primary	Ten-8 Fire & Safety, LLC	$340,095.00	Build	Options
Southern	Primary	Ten-8 Fire & Safety, LLC	$340,095.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 78, Battle Motors, LET II, LET II

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$466,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$463,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$460,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 80, Mack, Mack LR Electric, Mack LR Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$486,414.00	Build	Options
Northern	Primary	Nextran Truck Centers	$486,414.00	Build	Options
Central	Primary	Nextran Truck Centers	$486,414.00	Build	Options
Southern	Primary	Nextran Truck Centers	$486,414.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 81, Peterbilt, 520EV, 520EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$509,545.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 82, Autocar, ACX64, ACX64

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$197,815.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	$210,974.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$196,415.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	$210,974.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$194,915.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	$209,974.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$194,215.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	$209,974.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 83, Battle Motors, LET2, LET2-44

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$208,325.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$208,325.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$208,325.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 85, Mack, TE Series, TE Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$175,311.00	Build	Options
Northern	Primary	Nextran Truck Centers	$175,311.00	Build	Options
Central	Primary	Nextran Truck Centers	$175,311.00	Build	Options
Southern	Primary	Nextran Truck Centers	$175,311.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 86, Peterbilt, 520, 520

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$209,896.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

Item: 87, Broyhill, TD3.6, TD3.6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	$244,183.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	$244,183.00	Build	Options
Central	Primary	Broyhill Equipment LLC	$244,183.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	$244,183.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 88, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	$217,721.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	$217,721.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	$218,221.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	$218,721.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 89, Autocar, ACTT42, ACTT42

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern States ToyotaLift	$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	$151,389.00	Build	Options
Northern	Primary	Southern States ToyotaLift	$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	$151,389.00	Build	Options
Central	Primary	Southern States ToyotaLift	$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	$149,389.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$147,389.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 90, Kalmar Ottawa, T2, 71056

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	$139,341.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$139,240.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Central	Primary	Kenworth of Jacksonville	$139,442.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	$139,643.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 91, Kalmar Ottawa, T2 4x2 Offroad, 71055

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	$135,551.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$135,450.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Central	Primary	Kenworth of Jacksonville	$135,652.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	$135,853.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 92, Tico, Pro-Spotter, Pro-Spotter

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Northern	Primary	Tampa Truck Center	$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Central	Primary	Tampa Truck Center	$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Southern	Primary	Tampa Truck Center	$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options

FSA Cooperative Purchasing Program

FSA23-VEH21.0: Heavy Trucks & Buses
How to Order

How to Purchase



FSA Cooperative Purchasing Program

FSA23-VEH21.0: Heavy Trucks & Buses
Awarded Vendor Contract Signature Pages

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The following pages are the submitted contract signature pages from the awarded vendors. The contract signature page is submitted within the Bidder Qualification Packet for the bid. By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.
The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The contract signature page may be handwritten or signed digitally. The forms that contained a digital signature have been noted as such.

CONTRACT SIGNATURE FORM

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name All Roads Kenworth, LLC

Business Address 2909 S Andrews Ave
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent

Signature Michael Crawford

Date 08/17/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Bachrodt FT, LLC dba Palmetto Ford of Miami

Business Address 7245 NW 36th Street, Miami, FL. 33166

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature

Date 08/23/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name BOZARD FORD CO.

Business Address 540 OUTLET MALL BLVD
ST. AUGUSTINE. FL 32084

Name of Authorized Agent JEFFREY EASON

Email address of authorized agent JEASON@BOZARD.COM

Signature

Date 08/29/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Broyhill Equipment LLC

Business Address One North Market Square PO Box 475 Dakota City NE 68731-0475

Name of Authorized Agent Tammy Steemken

Email address of authorized agent tammy.steemken@broyhill.com

Signature

Date 08/21/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Container Systems & Equipment Co., Inc.

Business Address 506 Bellevue Av., Daytona Beach, FL 32114

Name of Authorized Agent William Young

Email address of authorized agent wguinnyoung@gmail.com

Signature William Young

Date August 25, 2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Model 1 Commercial Vehicles, Inc.

Business Address 8600 Atlantic Boulevard
Jacksonville, Florida

Name of Authorized Agent Nick Corley

Email address of authorized agent BidDepartment@Model1.com

Signature

Date 08/29/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Cumberland International Trucks of Florida, LLC

Business Address 2110 S. Division Ave
Orlando, FL 32805

Name of Authorized Agent Chuck Calhoun

Email address of authorized agent ccalhoun@cltte.com

Signature

Date 9-21-23

CONTRACT SIGNATURE FORM

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Deland Truck Center, inc.

Business Address 1208 South Woodland Blvd.
Deland Florida 32720

Name of Authorized Agent Howard B. Williams

Email address of authorized agent howard@delandtruckcenter.com

Signature Hank B. Williams

Date 8/18/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name DUVAL FORD LLC

Business Address 1616 CASSAT AVE; JACKSONVILLE FL32210

Name of Authorized Agent RICHARD TACKETT

Email address of authorized agent RICHARD.TACKETT@DUVALFORd.COM

Signature

Date 8/20/23

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Florida Kenworth, LLC.

Business Address 1800 North Orange Blossom Trail
Orlando. FL 32804

Name of Authorized Agent Matthew Peterson

Email address of authorized agent matt.peterson@csmtruck.com

Signature Matthew Peterson

Date 08/16/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Florida Transportation Systems, Inc.

Business Address 6041 Orient Road Tampa, FLorida 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature

Date 08/09/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name KENWORTH OF JACKSONVILLE

Business Address 1121 SUEMAC ROAD
JACKSONVILLE. FL 32254

Name of Authorized Agent ED COSTELLO

Email address of authorized agent edcostello@kwjax.com

Signature

Date 08/28/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Matthews Bus Alliance Inc.

Business Address 4802 West Colonial Dr, Orlando, FL 32808

Name of Authorized Agent Glenn J Matthews

Email address of authorized agent gmatthews@matthewsbusesflorida.com

Signature

Date 8-24-2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Nacarato Truck Centers

Business Address 360 S Military Trl
West Palm Beach, FL 33415

Name of Authorized Agent Pat Daily COO

Email address of authorized agent pat.daily@nacarato.com

Signature

Date 8/17/23

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Nextran Truck Centers

Business Address 1986 West Beaver Street. Jacksonville, FL 32209

Name of Authorized Agent Anthony Abatecola

Email address of authorized agent Aabatecola@nextranusa.com

Signature

Date 08/22/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Phoenix Motorcars Leasing LLC DBA Phoenix Electric Sales

Business Address 1500 Lakeview Loop
Anaheim, CA 92807

Name of Authorized Agent Jose Paul

Email address of authorized agent josep@phoenixmotorcars.com

Signature

Date 08/30/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Orlando Freightliner

Business Address 2455 South Orange Blossom Trail Apopka Fl. 32703

Name of Authorized Agent Bob Scharpnick

Email address of authorized agent bscharpnick@orlandofreightliner.com

Signature

Date 08/07/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name The Peterbilt Store South Florida

Business Address 2441 S State Rd. 7 Ft. Lauderdale, Fl. 33317

Name of Authorized Agent Andy Hallums

Email address of authorized agent ahallums@thepetestore.com

Signature

Date 08/28/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS, INC

Business Address 7227 NW 74th Avenue, Miami, FL 33166

Name of Authorized Agent Carlos Currlin

Email address of authorized agent ccurrlin@rechtien.com

Signature 

Date 07/31/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Rush Truck Centers of Florida, Inc.

Business Address 8111 East Adamo Dr., Tampa, FL 33619

Name of Authorized Agent Wade Bosarge

Email address of authorized agent canadinep@rushenterprises.com

Signature

Date 09/06/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name SBL FREIGHTLINER, LLC

Business Address 2840 CENTER PORT CIRCLE POMPNAO BEACH FL 33064

Name of Authorized Agent DONALD MAHER

Email address of authorized agent DMAHER@FREIGHTLINERFL.COM

Signature

Date 08/07/2023

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Southern States ToyotaLift

Business Address 115 South 78th Street
Tampa FL 33619

Name of Authorized Agent Shane Polson

Email address of authorized agent spolson@sstlift.com

Signature

Date 08/23/2023

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Sun State International Tucks, LLC

Business Address 6020 Adamo Drive

Name of Authorized Agent David Metcalf

Email address of authorized agent dave.metcalf@sunstateintl.com

Signature David Metcalf

Date 08/14/2023

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301 N
Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature Scott Endris

Date 08/07/2023

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Ten-8 Fire & Safety, LLC

Business Address 2950 59th Ave. Dr. E. Bradenton, FL 34203

Name of Authorized Agent Blake Ebben

Email address of authorized agent bebben@ten8fire.com

Signature

Date 08/07/2023

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Terradyne Armored Vehicles Inc.

Business Address 1-402 Mulock Drive, Newmarket, Ontario L3Y 9B8

Name of Authorized Agent Lucus Witzke

Email address of authorized agent lucus.witzke@terradyneinc.com

Signature

Date 08/30/2023

CONTRACT SIGNATURE FORM

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA22-VEL30.0

Bidder Company Name TRUCKMAX ISUZU

Business Address 29020 South Dixie Hwy, Homestead, FL, 33033

Name of Authorized Agent GUILLERMO CHEZ

Email address of authorized agent MYTRUCKS101@GMAIL.COM

Signature

Date 08/04/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA22-VEL30.0

Bidder Company Name TRUCKMAX , INC

Business Address 6000 NW 77TH COURT, MIAMI, FLORIDA, 33166

Name of Authorized Agent GUILLERMO CHEZ

Email address of authorized agent MYTRUCKS101@GMAIL.COM

Signature

Date 08/04/2023

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Truckworx

Business Address 461 Sand Mine Rd
DeFuniak Springs, FL 32435

Name of Authorized Agent Rebecca Herrington

Email address of authorized agent rebeccac@truckworx.com

Signature

Date 08/08/2023

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Terms & Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Base Specification: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Bidder: A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

D. Build sheet: A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

G. Factory: Refers to the manufacturer produced products.

H. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

I. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- Compliance Attestations
    - E-Verify
    - Drug-Free Workplace
    - Workers Compensation
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
    - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms &Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year's models, when the manufacturer changes price during the contract

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, “Item Cost” is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, “Total Cost” is defined as the Item Cost, plus costs of dealer’s floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, “Bid Price” is defined as the Total Cost and profit.

As used in this provision, “Percent” is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year’s model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors’ percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers’ request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. *See* Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
  - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
  - Bid Price for each item bid by zone, as defined in Section 2.11
  - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
  - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

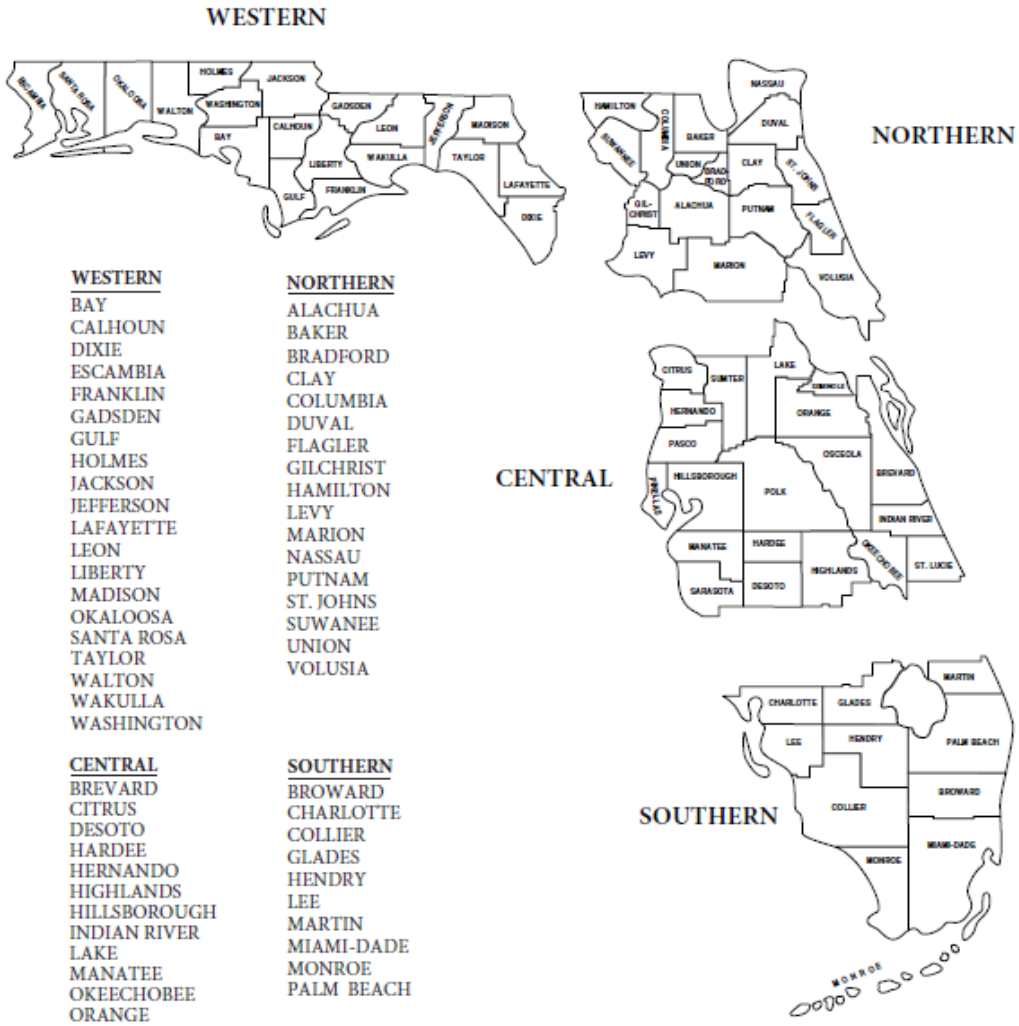
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-VEH21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-EQU21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

Appendix C: ACH Payments

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Item Groups Summary

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer base specifications, all vehicles shall include air conditioning. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis (including front axle, rear axle, wheels, and tires) of sufficient GVWR to safely accommodate all options selected by the purchaser. In all areas of these specifications, bidders must comply with current Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

Buses

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Cab and Chassis Trucks

- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2*
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis: Tilt Cab (DRW) 4x2
- Mobile Command Unit/Critical Response Unit
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor*

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

** Indicates new item group*

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Electric Motor: 160 kW, 215 hp minimum
- Batteries: 68 kW minimum
- GVWR: 14,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 19 passengers minimum

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp minimum
- Batteries: 155 kW battery capacity minimum
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp
- Batteries: 155 kW battery capacity (approximate)
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 44 passengers minimum

Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Engine: Gas
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 14 passengers minimum

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 6-speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 33 passengers minimum

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 36 passengers minimum

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

FSA Item Group Description

- Electric Motor: 340 kW, 455 hp minimum
- Transmission: 2-speed transmission, differential mounted
- Batteries: 375 kW storage capacity, frame mounted
- GVWR: 54,000 lbs.

Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 250 kW, 355 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Batteries: 282 kW storage capacity
- GVWR: 26,000 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4X2

FSA Item Group Description

- Electric Motor: 260 hp (peak) 185 (continuous)
- Transmission: Direct drive (no transmission)
- Batteries: 210 kW battery pack
- GVWR: 33,000 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 25,500 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 30,000 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.

Cab and Chassis: Tilt Cab (DRW) 4x2

FSA Item Group Description

- Engine: Manufacturer's standard diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 12,000 lbs.

FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Mobile Command Unit/Critical Response Unit

FSA Item Group Description

- Manufacturer's standard equipment and specifications, and if not included, manufacturer installed power windows, power door locks, key FOB keyless entry. Must meet all FDOT and FMVSS safety standards.

Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Motor: Electric powered with the OEM recommended electric motor(s) for this application with no less than a 350kW rating
- Batteries: Largest available battery for model bid, electric charging system on the truck must be SAE J1772 compliant
- GVWR: 60,000 lbs.

Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Engine: 300 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: Allison 4500 RDS automatic transmission
- GVWR: 60,000 lbs.

Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

FSA Item Group Description

- Engine: 70 hp diesel engine, EPA compliant
- Transmission: Hydrostatic transmission, four-wheel drive
- GVWR: 12,900 lbs.

Tactical Armored Vehicle

FSA Item Group Description

- Engine: 6.7LV-8 Turbo diesel, 330 hp
- Transmission: 10-speed automatic TorqShift with OD
- GVWR: GVWR sized to built vehicle (19,500 lbs. approximate)

Terminal Tractor

FSA Item Group Description

- Engine: 173 hp diesel engine
- Transmission: 7-speed automatic (6 forward, 1 reverse)

ALL ROADS KENWORTH - FORT LAUDERDALE (A350)
2909 SOUTH ANDREWS AVE
FORT LAUDERDALE, Florida 33316

FLORIDA SHERIFFS ASSOCIATION
2617 MAHAN DR
TALLAHASSEE , Florida 32308
United States of America

Mike Crawford
Cell Phone:
Office Phone:
Email: mcrawford@allroadstrucks.com

CONTRACT ADMINISTRATOR

Email: coop@flsheriffs.org

Vehicle Summary

Unit

Model:	T880 Series Conventional
Type:	FULL TRUCK
Description 1:	FSA23VEH21.0 Item 62
Description 2:	1 1 24

Application

Intended Serv.:	Local Pickup & Delivery: Vehicles which
Commodity:	General Freight

Body

Type:	Flatbed
Length (ft):	14
Height (ft):	13
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	12000
Rr Axle Load (lbs):	40000
G.C.W. (lbs):	52000

Road Conditions:

Class A (Highway)	14
Class B (Hwy/Mtn)	85
Class C (Off-Hwy)	1
Class D (Off-Road)	0

Maximum Grade:	6
Wheelbase (in):	190
Overhang (in):	61
Fr Axle to BOC (in):	68
Cab to Axle (in):	122
Cab to EOF (in):	183
Overall Comb. Length (in):	299.5

Special Req.

U.S. Domestic Registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Model				
0000810	S	**T880 Series Conventional**	234,126	**15,549**
0070060	S	**T880**	0	**0**
0072000	O	**Chassis Operation Will Not Incl. Stationary** application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	**0**
0080312	O	**EPA Clean Idle Label - PACCAR MX Engines**	100	**0**
0090000	S	**Non-Sleeper w/ Rear Axle Capacity less than 59K.**	0	**0**
0098409	O	**State of Registry: Florida**	0	**0**
Engine & Equipment				
0701111	O	**PACCAR MX-11 355 355@1600 1250@900, 2024** With Engine Brake N09020 AE001 NO....ENBL MX RETARDER IN NEUTRAL N08200 AE002 650...IDLE TARGET N09100 AA003 64....CC MAX TARGET SPD N09110 AA004 10....CC MIN ENABLE SPD N09120 AA005 OFF...DYNAMIC CC ENABLE N09440 AA061 2000..CAB:MAX ENG SPD-ACCEL CNTRL N09430 AA062 2000..CAB: MAX ENG SPD - SW CNTRL N09420 AA063 6.....CAB: MAX VEH SPD N09510 AA065 800...CAB: DEDICATED PRESET "-" N09520 AA066 900...CAB: DEDICATED PRESET "+" N09780 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC N09640 AA050 0.....CAB: CUSTOM PRESET 1 N09790 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC N09650 AA052 0.....CAB: CUSTOM PRESET 2 N09800 AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC N09660 AA054 0.....CAB: CUSTOM PRESET 3 N09500 AA060 OFF...CAB: PRESET +/- SW TYPE N09630 AA067 TRQ...CAB:ACCEL PEDAL TYPE IN PTO N09400 AA068 YES...CAB:ACCEL ACTV IN CAB PTO N09470 AA055 ON....CAB: CLUTCH INTLK N09840 AA056 OFF...CAB: CUSTOMER INTLK N09480 AA057 ON....CAB: NEUTRAL INTLK N09460 AA058 ON....CAB: PARK BRK INTLK N09490 AA059 ON....CAB:SER BRK INTLK:NO PTO N09540 AA074 2000..REM:MAX ENG SPD-ACCEL CNTRL N09530 AA075 2000..REM:MAX ENGSPD-SW/TSC1 CTRL N09610 AA077 800...REM: DEDICATED PRESET "-" N09620 AA078 900...REM: DEDICATED PRESET "+" N09810 AA043 CNCL..CAB/REM:CUSTOM PRESET1 FUNC N09670 AA044 750...CAB/REM: CUSTOM PRESET 1 N09820 AA045 CNCL..CAB/REM:CUSTOM PRESET2 FUNC	-1,099	**-396**

Sales Code	Std/ Opt	Description	$ List	Weight
		N09680 AA046 850...CAB/REM:CUSTOM PRESET 2 N09830 AA047 CNCL..CAB/REM:CUSTOM PRESET3 FUNC N09690 AA048 950...CAB/REM: CUSTOM PRESET 3 N09600 AA079 OFF...REM: PRESET +/- SW TYPE N09410 AA069 YES...PTO REM PEDAL ENABLE N09560 AA070 ON AD.REM: CLUTCH INTLK N09700 AA071 OFF...REM: CUSTOMER INTLK N09570 AA072 ON AD.REM: NEUTRAL INTLK N09580 AA073 ON AD.REM:SER BRK INTLK:NO PTO N09550 AA076 650...REM: MIN ENG SPD N09450 AA064 650...CAB: MIN ENG SPD N09760 AA009 5.....DRIVER REWARD VEH SPD BONUS N09770 AA010 -5....DRIVER REWARD VEH SPD PNLTY N09750 AA013 NONE..OFFSET MODE N09720 AA015 3.....MIN SPD FOR DR SHIFT AID N09730 AA016 1.....DSA LOWEST ACTV GEAR N09740 AA017 10....DSA HIGHEST ACTV GEAR N09340 AA019 YES...EIST PARK BRK RESET ENABLE N09300 AA022 30....EIST LO CLNT TEMP OVERRIDE N09290 AA023 80....EIST HI AMBAIR TEMP OVRRDE N09280 AA024 39....EIST LO AMBAIR TEMP OVRRDE N09260 AA025 5.....EIST PTO MAX IDLE TIME N09230 AA026 5.....EIST PARKED MAX IDLE TIME N09220 AA027 5.....EIST STANDSTILL IDLE TIME N09240 AA029 YES...EIST RESET FROM ENG LOAD N09250 AA030 NO....EIST OVERRIDE FROM ENG LOAD N09200 AA031 0.....EIST EXPIRATION DISTANCE N09310 AA032 YES...EIST ACCEL PEDAL RESET N09330 AA033 YES...EIST SERVICE BRK RESET N09320 AA034 YES...EIST CLUTCH PEDAL RESET N09270 AA035 YES...EIST PTO OVERRIDE N08030 AA086 64....MAX ACCEL PEDAL VEH SPD N08000 AA087 0.....VSL EXPIRATION DISTANCE N08020 AA088 64....LRSL SPD LMT N09350 AA042 1900..FAST IDLE CNTRL MAX ENG SPD N09050 AA037 4.....DSL SPD OFFSET N09040 AA038 2.....AUTO RTRDR VEH SPD OFFSET N09030 AA039 0.....TIME DELAY FOR RTRDR ACT N09130 AA006 MT....MULTI TORQUE IN CC N09080 AQ001 4.....PCC Negative Offset N09090 AQ002 4.....PCC Positive Offset N09710 AA089 NO....REMOTE INPUTS IN CAB PTO N08200 AE002 650...IDLE TARGET		
1000046	O	**EPA Emissions Warranty Engine**	0	**0**
1000151	S	**PremierSpec**	0	**0**
1000204	O	**Engine Monitoring Protection -Derate- PACCAR MX** Engine Parameter.	0	**0**
1000244	O	**Gearing Analysis: Balance**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		power/economy blend results.		
1000256	O	**Customer's Typical Operating Spd: 64 MPH**	0	**0**
1000282	O	**MX Retarder State Cruise Control On Manual Mode** Selecting this code will program the engine controller to make manual mode available when cruise control is on, but not set, and the engine brake switch is on. Manual mode means the engine retarder activates whenever the throttle pedal is not depressed. 2013+	0	**0**
1000289	O	**Delete MX-11 Retarder (Engine Brake)**	-1,893	**0**
1000524		**RegistrationYear** Year of Registration: 2024	0	**0**
1000684	O	**Effective VSL Setting NA**	0	**0**
1000857	S	**Engine Idle Shutdown Timer Enabled**	0	**0**
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	**0**
1006003	S	**Air Compressor: WABCO 25.9 CFM PACCAR MX** 2017+ 440cc Air Compressor	0	**0**
1051200	S	**Air Cleaner: Composite Firewall Mounted PACCAR or** Cummins Engines	0	**0**
1105210	S	**Fan hub: Horton 2-Speed for PACCAR MX**	0	**0**
1123555	S	**Cooling module: 1330 square inches.** Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	**0**
1247276	O	**EXH: Single Can 2024 Horizontal Under Rail With** Single Horizontal Tailpipe Mounted Below RH Rail	-1,378	**-422**
1321101	S	**Fuel Filter: PACCAR Extended Service Interval** On-Engine Fuel/Water Seperator. 2021 and Later Emissions MX Engines only.	0	**0**
1321205	S	**Run Aid:Fuel Heat** *For Fuel Filter	0	**0**
1321305	S	**Start Aid:12V Heat** *For Fuel Filter	0	**0**
1812163	S	**Alternator: PACCAR HDS 160 AMP Brushed**	0	**0**
1821225	O	**Batteries: 2 PACCAR GP31 Threaded Post (1000)** 2000 CCA starting.	-235	**-59**
1836102	S	**PACCAR Premium 12V Starter with PACCAR MX Engines** PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
1840065	S	**12V Low Voltage Disconnect for Battery Protection**	0	**0**
1901017	S	**Remote PTO/Throttle, 12-Pin, Engine Bay** Remote Control Provision	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1903020	O	**Decline Driver Performance Assistant (DPA)**	0	**0**
Transmission & Clutch				
2057360	O	**Transmission: Fuller FRO14210C 10-speed** Standard with synthetic lubricant. Includes severe-duty pilot bearing on all class 8 models. *Torque Limit: 1450 pound-feet.	-6,235	**75**
2250496	O	**Clutch: Eaton 15-1/2 in. Advantage Self-Adjust** to 1750 ft-lb, Ceramic, 4-Paddle, Predamper	918	**0**
2294080	O	**Air-Assisted Hydraulic Clutch**	0	**0**
2408201	O	**Driveline: 1 Meritor RPL25; No Center** Bearing	-70	**-12**
2493009	O	**Aluminum Clutch Housing**	0	**0**
Front Axle & Equipment				
2512044	O	**Meritor MFS12E PLUS 12.5K rated at 12K 3.5in.** drop standard track.	-2,428	**-147**
2641141	O	**Front Brakes: 14.6K Meritor Q-Plus 16.5x5 in.** Not for fire truck/EMT/rescue service.	-425	**-44**
2690002	O	**Front Brake Drums: 14.6K 16.5x5 in. cast.**	-253	**78**
2690029	O	**Drum Brake Knuckle for Use on Meritor MFS Plus** Steer Axle	0	**20**
2701300	O	**Front Hub: Aluminum Hub Pilot 13,200 lbs.** 10-Bolt, 11-1/4 in. bolt circle .	-530	**0**
2741970	S	**ConMet PreSet Plus Hub Package; Front Axle.**	0	**0**
2750001	S	**Hubcap: Front Vented.**	0	**0**
2765001	O	**Front Auto Slack Adjuster for Drum Brakes.**	0	**0**
2863012	O	**Front Springs: Taperleaf 12K W/ Shock Absorbers** w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L.	-878	**-126**
2895221	O	**Single Power Steering Gear: 13.2K Sheppard HD94.**	-1,242	**-73**
2899341	O	**Delete Standard Power Steering Cooler.**	-189	**-11**
Rear Axle & Equipment				
3122247	O	**Dual Meritor MT40-14x4 Hypoid Rear Axle** rated at 40K, with heavy-wall housing. Tandem rear axles.	-2,058	**-411**
3200370	O	**Rear Axle Ratio - 3.70.**	0	**0**
3354007	O	**Dual Rear Brakes 16-1/2x7 in. to 46K;** Meritor Q- plus-extended service S-cam.	-1,332	**-24**
3392005	O	**Dual Rear Brake Drums: Cast.** For use with 16.5X7" or 16.5X8.625" brake.	-638	**208**

Sales Code	Std/ Opt	Description	$ List	Weight
3407050	S	**Dual Rear Hubs: Aluminum Hub Pilot 46K;** 11.25" bolt circle. Requires "R" series outer ends.	0	**0**
3441972	S	**ConMet PreSet Plus Hub Package; Dual Rear Axle.**	0	**0**
3465002	O	**Tandem Rear Axle Automatic Slack Adjusters.** For use with drum brakes.	286	**0**
3485207	O	**Spring Brake: 3030 Long Stroke Dual 30 Square** inches travel. For drum brakes. Helps keep brakes in adjustment longer.	356	**88**
3495226	O	**Bendix 4S/4M Anti-Lock Brake System.**	-3,688	**0**
3500058	S	**Interaxle Driveline: 1 Meritor RPL20** Replacing I/A *Use W/ RPL(SD) 25 Main D/L	0	**0**
3736418	O	**Rear suspension: Tandem Reyco 102 40K.** 4-spring multileaf & 52 in. axle spacing. Steel crossmembers & gussets. Unladen Height: 10.8 in. Laden Height: 9.2 in.	-3,589	**116**
3830145	O	**Delete Standard Heavy-Duty Air Springs for Rear** suspension.	-24	**-28**
Tires & Wheels				
4083282	O	**Front Tires: Yokohama RY617 11R22.5 14PR**	-2,286	**2**
4283282	O	**Rear Tires: Yokohama RY617 11R22.5 14PR**	-5,492	**8**
4900008	O	**Rear Tire Quantity: 8**	0	**0**
5042289	O	**Front Wheel: Accuride 51487 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible.	-962	**0**
5242375	O	**Rear Wheel: Accuride 51408 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	-252	**-48**
5853906	O	**Powder Coat White Steel Wheel. Use in Conjunction** with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	**0**
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	**0**
Frame & Equipment				
6054400	O	**Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to** 285 in. to 336 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	-22	**87**
6301437	O	**Bumper: Straight Steel, Painted Channel.** Requires a bumper setting code.	-103	**50**

Sales Code	Std/ Opt	Description	$ List	Weight
6319485	S	**48.5 in. Bumper Setting. Requires a Bumper Code.**	0	**0**
6405048	S	**Battery Box Module: Short Length Aluminum** parallel under cab, aluminum diamond plate cover w/ step. Up to 2 air tanks may mount to bottom of box. Batteries will be oriented perpendicular on rail.	0	**0**
6409901	S	**Battery Box Location: LH Side.**	0	**0**
6679859	O	**Final End-of-Frame Cut-Off Dimension Will be** modified to 56 in. to 60 in.	0	**0**
6721125	O	**Delete Mudflap Arms: Dealer/ Customer Responsible** for installation of arms.	-34	**-12**
6723000	O	**Delete Mudflap Shields-Dealer/Customer** responsible for installation of shields.	0	**-8**
6742009	S	**Square End-of-Frame W/O Crossmember; Non-Towing.**	0	**0**
Fuel Tanks & Equip				
7210060	O	**Fuel Tank: 60 US Gallon 24.5 in. Aluminum Under** replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	98	**-15**
7722153	S	**Small Round DEF Tank, 14 Gallons.** The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	**0**
7889203	S	**DEF to Fuel Fill Ratio 2:1 or Greater.**	0	**0**
7889247	O	**Delete Anti-Siphon Device Swaged in Place for Any** number of fuel tanks.	-18	**-1**
7889604	S	**DEF Tank Location is LH.**	0	**0**
7910060	O	**Location: 60 gal fuel tank RH under cab**	0	**0**
Cab & Equipment				
8025301	S	**Cab: Stamped Aluminum Cab with Panoramic Curved** glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	**0**
8090605	S	**Hood: T880 Short Length MX-Optimized W/Mechan.** Fastened Fenders. 116.7 inch BBC.	0	**0**
8108011	S	**Cab HVAC - Day Cab and 40 in. Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.		
8201047	S	**Kenworth Smartwheel: 18 in. Non-Leather With** Integrated Radio and Cruise Controls.	0	**0**
8201200	S	**Adjustable Telescoping Tilt Steering Column.**	0	**0**
8205135	O	**Information for Customer-Installed PTO Muncie** 10-bolt.	0	**0**
8222404	S	**Gauge: DD Virtual Gauge - Oil Temp Engine**	0	**0**
8222413	S	**Gauge: DD Virtual Gauge - Manifold** Pressure Boost	0	**0**
8222414	S	**Gauge: DD Virtual Gauge - Engine Percent** Torque	0	**0**
8282027	S	**Main Instrument Package: 15" Digital Display.** Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	**0**
8300008	S	**Interior Color: Slate Gray**	0	**0**
8330102	S	**Interior Package: Vantage Daycab** Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0	**0**
8390634	S	**Rubber Floormat**	0	**0**
8410199	O	**Driver Seat: GT701 IB with Vinyl material.** The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	-62	**0**
8480133	O	**Rider Seat: GT100 Static Riser IB w/ DuraSupreme** Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	-181	**0**
8490181	S	**Seat Color: Black**	0	**0**
8601430	O	**Kenworth Radio DEA700 AM/FM/WB**	-11	**0**
8698974	S	**Base Level Audio System - Daycab:High Performance** Door Speakers.	0	**0**
8700197	S	**Turn Signal: Non-Self Cancelling**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	0	**0**
8700663	S	**Kenworth TruckTech+:** This system provides the World's Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This is standard on all Kenworth models with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine.	0	**0**
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	0	**0**
8832113	S	**Kenworth Daylite Door With Standard LH/RH** electric door locks and LH/RH electric window controls.	0	**0**
8841411	S	**Single Air Horn Under Cab.**	0	**0**
8850139	S	**Look-Down, Pass. Door, Black 11x6**	0	**0**
8865002	S	**Aero Mirror: Dual Kenworth Aerodynamic Motorized** heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0	**0**
8871446	S	**Rear Cab Stationary Window 19in x 36in**	0	**0**
8890101	S	**One-Piece Bonded-In Windshield With Curved Glass.** Standard.	0	**0**
8890359	O	**Delete Wheelwell Fender Extension**	-291	**-4**
8890876	S	**Kenworth Cab/Sleeper Air Suspension.**	0	**0**
Lights & Instruments				
9010553	S	**Headlamps: SAE Dual Halogen Complex Reflector**	0	**0**
9022137	S	**Marker Lights: Five, Rectangular, LED**	0	**0**
9030016	S	**Turn Signal Lights: Flush Mounted LED. Mounted at** top of fender wheel arc.	0	**0**
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0	**0**
9090027	O	**Headlamps to Turn on When Wipers are Active.**	0	**0**
9090039	S	**Marker Lights: Interrupter Switch.** Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	**0**
Air Equipment				
9101218	S	**Air Dryer: Bendix AD-HF Puraguard Heated**	0	**0**
9108001	S	**Moisture Ejection Valve W/ Pull Cable Drain.**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9140020	S	**Nylon Air Tubing in Frame & Cab, Excluding Hoses** subject to excessive heat or flexing.	0	**0**
Extended Warranty				
9200006	O	**Base Warranty - PACCAR MX-11 & MX-13 Engine** 24 months / 250,000 miles / 400,000 km / 6250 hours.	0	**0**
9200021	S	**Base Warranty - Standard Service Heavy Duty** 12 months / 100,000 miles / 160,000 km.	0	**0**
9212642	O	**TruckTech+ RD/OTA - 5YR Sub PACCAR MX Engines**	799	**0**
9220001	O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine	0	**0**
Miscellaneous				
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	**0**
9490003	O	**Additional Lead Time Required for Off Highway &** /or specialty component truck.	0	**0**
9491659	S	**VMUX Architecture**	0	**0**
Promotions				
Paint				
9700000	O	**Paint Color Number(s).** N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0	**0**
9943014	O	**Steel Bumper Painted Frame Color**	0	**0**
9943048	O	**Day Cab Bulk Paint**	0	**0**
9943050	O	**Day Cab Standard Paint**	0	**0**
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	**0**
9965510	S	**Base Coat/ Clear Coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$197,986
Marketing and Service Support Fee	$1,040
Prepaid Freight	$0
Total Surcharge/Options Not Subject To Discount	$799
Total Weight	14,440

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity

January 8, 2024

ALL ROADS TRUCKS
SERVICE AT EVERY TURN
KENWORTH

Monroe County
Fleet Management
1100 Simonton St Suite 2-216
Key West, FL 33040
Phone 305-295-3176
Prepared for:Daryl Greenlee
Fleet Director

2909 South Andrews Avenue, Fort Lauderdale, FL 33316
Main Office (954) 523-5484

Florida Sheriffs Association
FSA23-VEH21.0
ITEM # 62 - 52,000lb GVW Truck
Kenworth T880/T480 Dump Trucks

Code	Bid Specification – Options	Price	Extension
Item # 62	2024 Kenworth T880 Base Chassis	$ 141,729.00	$ 141,729.00
66K GVW	66K GVW Package	$ 32,109.00	$ 32,109.00
T48052K PKG	T480 Model 52KGVW PX-9 370 HP Engine	$ (4,521.00)	$ (4,521.00)
Stampede 16	16' Ox Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate	$ 44,133.00	$ 44,133.00
PINTLE 25T	25 ton Pintle Hitch Includes Factory Gladhands & Tr Plug	$ 3,063.00	$ 3,063.00
Discount 2.10	Dealer Discretionary Discount - Multi Unit - 2%	$ (4,245.00)	$ (4,245.00)
	Note: All Options Include Florida Sheriffs Admin Fee		
Reference:	*Item 62 Kenworth T880 Specifications*		
	Total Price	$ 212,268.00	$212,268.00

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

FSA AWARDED CONTRACT

flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Florida Sheriffs Association Cooperative Purchasing Program FSA23-VEH21.0 Options

Bidder: ALL ROADS KENWORTH LLC

Item make & model: KENWORTH T880 — **DEALER CONTACT: MIKE CRAWFORD 352-427-5462**

Item number: 62 52,000 GVW TRUCK — mcrawford@allroadstrucks.com

ALL ROADS TRUCKS — SERVICE AT EVERY TURN

KENWORTH

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
Item 62	52,000 GVW Truck Kenworth T880 MX11 355HP Fuller 14210C BASE	$ 141,729.00		Note: Factory MSRP Discount % is based on CURRENT MSRP at time of Bid - Bid price reflects that discount %	Note: Cost-Plus Markup % is based on base Option/Body cost. The total % indicated includes all costs associated with Bid Price
	ENGINES -Priced as MSRP Difference of the Base Spec Engine MX11 355HP Less a 22% Discount				
0130228	Paccar PX-9 380HP For T880 Model Credit	$ (2,515.00)	Factory Installed	MSRP Discount = 22%	
0701118	Paccar MX-11 445 HP	$ 344.00	Factory Installed	MSRP Discount = 22%	
0701209	Paccar MX-13 455 HP W/Engine Brake	$ 857.00	Factory Installed	MSRP Discount = 22%	
0701211	Paccar MX13 485 HP 1650 Ft/Lb (Plus Transmission Upgrade)	$ 1,613.00	Factory Installed	MSRP Discount = 22%	
0701212	Paccar MX-13 510 HP 1850 Ft/Lb (Plus Transmission Upgrade)	$ 2,235.00	Factory Installed	MSRP Discount = 22%	
0130341	Cummins X15L-450 450 HP 1650 Ft/Lb (Plus Transmission Upgrade)	$ 7,913.00	Factory Installed	MSRP Discount = 22%	
0130351	Cummins X15L-470V 470 HP 1750 Ft/Lb (Plus Transmission Upgrade)	$ 8,992.00	Factory Installed	MSRP Discount = 22%	
0130356	Cummins X15L-500V 500 HP 1650 Ft/Lb (Plus Transmission Upgrade)	$ 9,610.00	Factory Installed	MSRP Discount = 22%	
0130368	Cummins X15L-565V 565 HP 1850 Ft/Lb (Plus Transmission Upgrade)	$ 11,049.00	Factory Installed	MSRP Discount = 22%	
0130369	Cummins X15L-605V 565 HP 2050 Ft/Lb (Plus Transmission Upgrade)	$ 17,995.00	Factory Installed	MSRP Discount = 22%	
	Engine Accessories				
1700149	Engine Retarder Jacobs for PX9 & L9N Engines	$ 1,939.00	Factory Installed	MSRP Discount = 22%	
1000289	Engine Retarder MX-11 Engines	$ 1,477.00	Factory Installed	MSRP Discount = 22%	
1247263	Exhaust Single Can 2024 Right Hand Under Cab with RH Side of Cab Stack	$ 1,075.00	Factory Installed	MSRP Discount = 22%	
1247251	Exhaust Single Can 2024 Right Hand Under Cab with Dual Side of Cab Stacks	$ 2,264.00	Factory Installed	MSRP Discount = 22%	
1123556	Cooling Module: 1330 square inches. Clog Resistant	$ 899.00	Factory Installed	MSRP Discount = 22%	
1812162	Alternator 160 Amp Brushless	$ 310.00	Factory Installed	MSRP Discount = 22%	
1811276	Alternator: Leece Neville 12V270 Amp Alternator	$ 989.00	Factory Installed	MSRP Discount = 22%	
1812451	Alternator: Delco 40SI 12V320 Amp Brushless	$ 1,148.00	Factory Installed	MSRP Discount = 22%	
1855007	Batteries: (3) Odyssey GP31 AGM Threaded Post	$ 782.00	Factory Installed	MSRP Discount = 22%	
1821275	Batteries: 3 AGM 2775 CCA. For In-Cab Battery Box	$ 331.00	Factory Installed	MSRP Discount = 22%	
6405000	In-cab Steel Battery Box: Under Rider Seat: Requires AGM Batteries	$ 1,510.00	Factory Installed	MSRP Discount = 22%	
1840006	Battery Disconnect Switches (2)	$ 304.00	Factory Installed	MSRP Discount = 22%	
6340009	REPTO: Rear Engine Power Take-Off MX11	$ 2,713.00	Factory Installed	MSRP Discount = 22%	
6340070	REPTO: Rear Engine Power Take-Off MX13	$ 2,690.00	Factory Installed	MSRP Discount = 22%	
6340040	REPTO: Rear Engine Power Take-Off PX9 / ISL9	$ 4,173.00	Factory Installed	MSRP Discount = 22%	
	Manual Transmissions - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2058362	Trans: EATON FRO16210C 10 Speed	$ 487.00	Factory Installed	MSRP Discount = 22%	
2058372	Trans: FULLER RTO16908LL 10 Speed Manual	$ 1,594.00	Factory Installed	MSRP Discount = 22%	

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	Automated Transmissions - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2058603	Paccar TX-12 PO-16F112C 12 Speed Automated with PTO Provision	$ 4,863.00	Factory Installed	MSRP Discount = 22%	
2058610	Paccar TX-18 PRO-PXDP-16F118D 18 Speed Automated with PTO Provision	$ 14,019.00	Factory Installed	MSRP Discount = 22%	
2058409	Trans: Fuller F016E308LL VCS Ultrashift Plus 10 Speed	$ 9,937.00	Factory Installed	MSRP Discount = 22%	
2058437	Trans: Fuller Advantage Automated FAO-16810C EA3 10 Speed	$ 3,980.00	Factory Installed	MSRP Discount = 22%	
	Allison Automatic Transmission - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2011613	Transmission: Allison 3000RDS 6-speed with PTO provision (Requires PX-9)	$ 10,149.00	Factory Installed	MSRP Discount = 22%	
2011631	Transmission: Allison 3500RDS 6-speed with PTO provision	$ 10,819.00	Factory Installed	MSRP Discount = 22%	
2016612	Transmission: Allison 4000RDS 6-speed w/o retarder, with PTO provision	$ 24,051.00	Factory Installed	MSRP Discount = 22%	
2016627	Transmission: Allison 4500RDS 6-speed w/o retarder, with PTO provision	$ 25,186.00	Factory Installed	MSRP Discount = 22%	
	GVW UPGRADE PACKAGES - Priced as MSRP Difference from Base Spec Standard 52K & Upgrade GVWR Less 22% Discount				
66K GVW	66K GVW Package See Dealer for Spec Comparison Print out as Required	$ 32,109.00	Factory Installed	MSRP Discount = 22%	
	Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 46K Rear Axle, 46K Suspension, 46K Rear Brakes, 11R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades				
	(Above Option Package Requires Additional Engine / Transmission Upgrades)				
88K GVW	88K GVW Package X15 565HP Allison 4500RDS W Steerable Pusher	$ 120,179.00	Factory Installed	MSRP Discount = 22%	
	Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 52K Rear Axle, 52K Suspension, 52K Rear Brakes, 12R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades				
101K GVW	101K GVW Package X15 565HP Allison 4500RDS Tridem Drive W Steerable Pusher	$ 138,263.00	Factory Installed	MSRP Discount = 22%	
	Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 69K Rear Axle, 69K Suspension, 69K Rear Brakes, 12R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades				
	GVW / T480 MODEL DOWNGRADE PACKAGES - Priced as Model / MSRP Difference from Base Model Spec Standard 52K and downgrade Less 12% Discount				
T48052K PKG	T480 Model 52KGVW PX-9 370 HP Engine 14210C Trans. CREDIT	$ (4,521.00)	Factory Installed	MSRP Discount = 12%	
T480VHD PKG	T480 Model Vocational Hood Package, Stationary Grill, Front Frame Ext, FEPTO Provision	$ 4,925.00	Factory Installed	MSRP Discount = 12%	
	GVW / DOWNGRADE PACKAGES - Priced as MSRP Difference from Base Model Spec Standard 52K and downgrade Less 22% Discount				
T88035K PKG	T880 Model 35,000 GVW Single Axle MX11 350 HP Engine 14210C Trans CREDIT	$ (2,299.00)	Factory Installed	MSRP Discount = 22%	
T88038K PKG	T880 Model 38,000 GVW Single Axle MX11 350 HP Engine 14210C Trans 12K FA 26K RA	$ 3,632.00	Factory Installed	MSRP Discount = 22%	

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	T880 Model CNG Packages - Priced as MSRP Difference from Base Spec Standard 52K and CNG Package Less 22% Discount				
	Does Not Include CNG Tanks				
X12N4500RDSPKG	CNG - ISX12N 400 HP 1450 Ft/Lb With Allison 4500RDS	$ 88,067.00	Factory Installed	MSRP Discount = 22%	
X12N400PKG	CNG - ISX12N 400 HP 1450 Ft/Lb Engine, CNG Prep, CNG Exhaust	$ 62,881.00	Factory Installed	MSRP Discount = 22%	
L9N3000RDSPKG	CNG - L9N 320 HP With Required Allison 3000RDS - Limits GCW to 66,000lbs	$ 65,989.00	Factory Installed	MSRP Discount = 22%	
L9N4500RDSPKG	CNG - L9N 320 HP With Upgrade to Allison 4500RDS - Limits GCW to 66,000lbs	$ 80,591.00	Factory Installed	MSRP Discount = 22%	
1247019	Exhaust: Single Horizontal CNG Catalyst	$ 19,211.00	Factory Installed	MSRP Discount = 22%	
1247033	Exhaust: Single Right Hand Under Cab Single Vertical Tailpipe Side of Cab	$ 15,833.00	Factory Installed	MSRP Discount = 22%	
1227053	Exhaust Single Independent CNG Single Right Hand Vertical Back of Cab	$ 17,591.00	Factory Installed	MSRP Discount = 22%	
	T480 Model L9N 320HP CNG Packages Priced as MSRP Difference from Base Spec Standard 52K and CNG Package Less 22% Discount				
	Does Not Include CNG Tanks				
T480L9N4500RDS	T480 52,000# GVW: L9N 320 HP Upgraded to 4500RDS Limits GCW to 66,000lbs	$ 38,019.00	Factory Installed	MSRP Discount = 22%	
T480L9N3000RDS	T480 52,000# GVW: L9N 320 HP Req. Minimum 3000RDS Limits GCW to 66,000lbs	$ 23,284.00	Factory Installed	MSRP Discount = 22%	
	CNG Tank Packages Pricing includes Mounting, Shipping				
CNG AG30DGERM	Agility CNG Tank 30 DGE Single 30 Rail Mounted	$ 31,968.00	Vendor Installed		Cost Plus 20%
CNG AG50DGEBOC	Agility CNG Tanks 50 DGE Back Of Cab	$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG60DGERM	Agility CNG Tanks 60 DGE Dual 30 Rail Mounted	$ 49,179.60	Vendor Installed		Cost Plus 20%
CNG AG60DGEBOC	Agility CNG Tanks 60 DGE Back Of Cab	$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG80DGEBOC	Agility CNG Tanks 80 DGE Back Of Cab	$ 50,092.80	Vendor Installed		Cost Plus 20%
CNG AG90DGERM	Agility CNG Tanks 90 DGE Dual 45 Rail Mounted	$ 53,805.60	Vendor Installed		Cost Plus 20%
CNG AG106DGERM	Agility CNG Tanks 106 DGE Back Of Cab	$ 60,075.60	Vendor Installed		Cost Plus 20%
CNG AG120DGERM	Agility CNG Tanks 120 DGE Dual 60 Rail Mounted	$ 66,832.80	Vendor Installed		Cost Plus 20%
CNG AGFBF	Front Bumper Fill Port (Either Side)	$ 2,252.00	Vendor Installed		Cost Plus 20%
CNG AGDFH	35' De-Fueling Hose (Each)	$ 1,270.00	Vendor Installed		Cost Plus 20%
CNG MM60DGESM	Momentum CNG Tanks 60 DGE Dual 30 Rail Mounted	$ 46,828.00	Vendor Installed		Cost Plus 20%
CNG MM80DGEBOC	Momentum CNG Tanks 80 DGE Back Of Cab	$ 54,976.00	Vendor Installed		Cost Plus 20%
CNG MM90DGERM	Momentum CNG Tanks 90 DGE (1) 50 & (1) 40 Rail Mounted	$ 51,037.00	Vendor Installed		Cost Plus 20%
CNG MM95DGEBOC	Momentum CNG Tanks 95 DGE Back Of Cab	$ 58,230.00	Vendor Installed		Cost Plus 20%
CNG MM120DGERM	Momentum CNG Tanks 120 DGE Dual 60 Rail Mounted	$ 58,558.00	Vendor Installed		Cost Plus 20%
CNG MM135DGEBOC	Momentum CNG Tanks 135 DGE Back Of Cab	$ 59,823.00	Vendor Installed		Cost Plus 20%
CNG MM175DGEBOC	Momentum CNG Tanks 175 DGE Back Of Cab	$ 73,692.00	Vendor Installed		Cost Plus 20%
8229005	Methane Detection System For Natural Gas	$ 1,529.00	Factory Installed	MSRP Discount = 22%	

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	FRAME / CHASSIS / SUSPENSION OPTIONS				
6056600	Frame Rails 10-3/4" x 3-1/2 x 3/8"	$ 781.00	Factory Installed	MSRP Discount = 22%	
6057600	Frame Rails 11-5/8" x 3-7/8 x 3/8"	$ 1,534.00	Factory Installed	MSRP Discount = 22%	
6141200	Double Frame: Full Steel Insert for 10-5/8 or 10-3/4 Main Frame	$ 2,172.00	Factory Installed	MSRP Discount = 22%	
6144615	Double Frame: Full Steel Insert for 11-5/8 Main Frame	$ 4,016.00	Factory Installed	MSRP Discount = 22%	
6391201	Custom Frame Layout	$ 1,076.00	Factory Installed	MSRP Discount = 22%	
6790003	Special Frame Drilling - Drawing must be provided	$ 1,401.00	Factory Installed	MSRP Discount = 22%	
9490645/9490647	Zinc Phosphate Frame Rail Processing Inc Frame Insert	$ 632.00	Factory Installed	MSRP Discount = 22%	
6302461	Bumper Tapered Chrome Steel Channel	$ 466.00	Factory Installed	MSRP Discount = 22%	
6303763	Bumper Heavy Duty Tapered Painted Steel Box	$ 1,427.00	Factory Installed	MSRP Discount = 22%	
6321005	Removable Front Tow Hooks	$ 237.00	Factory Installed	MSRP Discount = 22%	
6324025/6390312	Front Tow Hook Center Mounted Cast with Drop Pin / Iron Front Spring Brackets	$ 392.00	Factory Installed	MSRP Discount = 22%	
6405000/1821275	In-Cab Battery Box / In-Cab Battery Box Seat / AGM Batteries	$ 1,162.00	Factory Installed	MSRP Discount = 22%	
6405082	Aluminum Under Cab Battery Box with integral Steps Polished	$ 1,188.00	Factory Installed	MSRP Discount = 22%	
9102040	Moisture Ejection Valve: Two Bendix DV-2 Automatic	$ 233.00	Factory Installed	MSRP Discount = 22%	
9100016	Air Dryer Wabco 1200 Plus	$ 359.00	Factory Installed	MSRP Discount = 22%	
9140015	Wirebraid Air Hose in Frame Rails : Nylon in cab	$ 929.00	Factory Installed	MSRP Discount = 22%	
9150170	Aluminum Air Tanks vs Steel	$ 349.00	Factory Installed	MSRP Discount = 22%	
9110020	Full Truck Kit - Factory Air and Electric to Rear Frame For Trailer Connection	$ 765.00	Factory Installed	MSRP Discount = 22%	
9140326	Additional 7 Way Electrical Connector End of Frame	$ 938.00	Factory Installed	MSRP Discount = 22%	
7210150	Fuel Tank 150 Gallon Aluminum	$ 467.00	Factory Installed	MSRP Discount = 22%	
7216100/7214100	Dual 100 Gal Alum Fuel Tanks w/20 Gal DEF Tank	$ 2,083.00	Factory Installed	MSRP Discount = 22%	
7721100/789819	Factory Frame mounted Hydraulic/Water Tank 100Gal (4) Tank fittings (2) Fwd & (2) Rear	$ 1,071.00	Factory Installed	MSRP Discount = 22%	
7721060/789819	Factory Frame mounted Hydraulic/Water Tank 60Gal (4) Tank fittings (2) Fwd & (2) Rear	$ 998.00	Factory Installed	MSRP Discount = 22%	
7831044	Fuel Tank Steps 6in Wide Upper & Lower NFPA Compliant Per Tank	$ 424.00	Factory Installed	MSRP Discount = 22%	
7840015	Polish Fuel or Hydraulic Tank Per Tank	$ 372.00	Factory Installed	MSRP Discount = 22%	
7821103/7889081	Heavy Duty 7 Inch Wide Steel Fuel Tank Supports w SS Straps/Polished Per Tank	$ 750.00	Factory Installed	MSRP Discount = 22%	
7840038	Polished Stainless DEF Tank Cover	$ 278.00	Factory Installed	MSRP Discount = 22%	
	FRONT AXLE / SUSPENSION UPGRADE PACKAGES **Priced as MSRP Difference of Base Spec 12K Front Axle & Suspension** **Less a 22% Discount**				
14.6K FA PKG	Front Axle: 14,600# Brakes/ Springs / Steering / Tires	$ 1,172.00	Factory Installed	MSRP Discount = 22%	
16K FA PKG	Front Axle: 16,000# Brakes/ Springs / Steering / Tires	$ 6,982.00	Factory Installed	MSRP Discount = 22%	
20K FA PKG	Front Axle: 20,000# Brakes/ Springs / Steering / Tires	$ 8,922.00	Factory Installed	MSRP Discount = 22%	

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	REAR AXLE / SUSPENSION UPGRADE OPTIONS / PACKAGES Priced as MSRP Difference of Base Spec 40K Rear Axle & Reyco Spring Susp. Less a 22% Discount				
	REAR AXLE OPTIONS				
3121181	Rear Axle Dana D40-172P Vocational 40K Heavy Housing & Larger Axle Shafts	$ 3,336.00	Factory Installed	MSRP Discount = 22%	
3122164	Rear Axle MERITOR RT-40-160P Vocational40K Heavy Housing & Large Axle Shafts	$ 5,292.00	Factory Installed	MSRP Discount = 22%	
3142171	Rr Axle MERITOR RT-46-164PEH Vocational46K Heavy Housing Larger Axle Shafts	$ 3,866.00	Factory Installed	MSRP Discount = 22%	
52K RA PKG	52K Rear Axle, Brakes, Suspension (Requires Additional Frame & Tire Upgrades)	$ 26,534.00	Factory Installed	MSRP Discount = 22%	
3511420	Driver Controlled Differential Locks: (2) Axles	$ 2,403.00	Factory Installed	MSRP Discount = 22%	
	REAR SUSPENSION OPTIONS				
	Air Ride Suspensions				
3730026	Rear Suspension: Kenworth Airglide 400L 4 Bag 40,000 LB	$ 1,096.00	Factory Installed	MSRP Discount = 22%	
3730030	Rear Suspension: Kenworth Airglide 400 8 Bag 40,000 LB	$ 2,662.00	Factory Installed	MSRP Discount = 22%	
3740130	Rr Suspension: Kenworth Airglide 460 46,000 LB 8 Bag w/Dual Leveling Valve	$ 2,800.00	Factory Installed	MSRP Discount = 22%	
3744156	Rear Suspension: Neway Air Ride 46,000 LB	$ 7,531.00	Factory Installed	MSRP Discount = 22%	
3754153	Rear Suspension: Neway Air Ride 52,000 LB	$ 9,060.00	Factory Installed	MSRP Discount = 22%	
	Spring / Rubber Mounted Suspensions				
3739217/3832026	Rear Suspension: Chalmers 854-40 40,000 LB 54 IN. w/Shocks	$ 4,537.00	Factory Installed	MSRP Discount = 22%	
3749201/3832026	Rear Suspension: Chalmers 854-46 46,000 LB 54 IN. w/Shocks	$ 5,829.00	Factory Installed	MSRP Discount = 22%	
3749287/3832026	Rear Suspension: Chalmers 854-52 52,000 LB 54 IN. w/Shocks	$ 7,231.00	Factory Installed	MSRP Discount = 22%	
3732977	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 400 40K	$ 2,868.00	Factory Installed	MSRP Discount = 22%	
3747462	Rear Suspension: Hendrickson RT463 46,000# 54 in. Axle Spacing	$ 4,719.00	Factory Installed	MSRP Discount = 22%	
3742992	Rear Suspension: Hendrickson ULTIMAAX 460 46K	$ 7,086.00	Factory Installed	MSRP Discount = 22%	
3752992	Rear Suspension: Hendrickson ULTIMAAX 520 52K	$ 7,836.00	Factory Installed	MSRP Discount = 22%	
3742942	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 460 46K	$ 3,845.00	Factory Installed	MSRP Discount = 22%	
3752942	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 520 52K	$ 5,518.00	Factory Installed	MSRP Discount = 22%	
	LIFT AXLE & SUSPENSION OPTIONS / INC WHEELS & TIRES				
3808026	Non Steerable Pusher Axle Watson Chalin 21K Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 16,296.00	Factory Installed	MSRP Discount = 22%	
3808025	Non Steerable Pusher Axle Watson Chalin 23K Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 14,884.00	Factory Installed	MSRP Discount = 22%	
3808131	Steerable Lift Axle: Watson Chalin 13,200 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 11,900.00	Factory Installed	MSRP Discount = 22%	
3808802	Steerable Lift Axle: Watson Chalin 20,000 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 16,520.00	Factory Installed	MSRP Discount = 22%	
3808027	Steerable Lift Axle: Watson Chalin 23,000 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	$ 27,224.00	Factory Installed	MSRP Discount = 22%	

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	TIRE / STEEL WHEEL OPTIONS - Priced as MSRP Difference from Base Spec Wheels & Tires Less a 22% Discount				
4010093/5042312	Front Tires/Wheels: 425/65R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	$ 2,261.00	Factory Installed	MSRP Discount = 22%	
4017211/5042312	Front Tires/Wheels: 385/65R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	$ 2,235.00	Factory Installed	MSRP Discount = 22%	
4010006/5042367	Front Tires/Wheels: 315/80R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	$ 1,945.00	Factory Installed	MSRP Discount = 22%	
4010137/4210002	Front & Rear Tires: 11R22.5 Tires Michelin, Goodyear, (Or Equal Determined by Availability)	$ 4,949.00	Factory Installed	MSRP Discount = 22%	
4017158/4210003	Front & Rear Tires: 11R24.5 Tires Michelin, Goodyear, (Or Equal Determined by Availability)	$ 6,068.00	Factory Installed	MSRP Discount = 22%	
4210002	Rear Tires: (8) 11R22.5 Tires & Michelin, Goodyear, (Or Equal Determined by Availability)	$ 3,802.00	Factory Installed	MSRP Discount = 22%	
4210003/5242310	Rear Tires: (8) 11R24.5 Tires & Steel Wheels	$ 3,917.00	Factory Installed	MSRP Discount = 22%	
5242367/4277537	Rear Tires: (8) 315/80R22.5 Tires & Steel Wheels	$ 7,443.00	Factory Installed	MSRP Discount = 22%	
5242367/4238810	Rear Tires: (8) 12R22.5 Tires & Steel Wheels	$ 6,633.00	Factory Installed	MSRP Discount = 22%	
	ALUMINUM WHEEL OPTIONS				
5245263	Front Wheels:22.5 X 8.25 Aluminum (2)	$ 411.00	Factory Installed	MSRP Discount = 22%	
5245265	Front Wheels: 24.5 X 8.25 Aluminum (2)	$ 421.00	Factory Installed	MSRP Discount = 22%	
5042324	Front Wheels: 22.5 X 9.00 Aluminum (2)	$ 501.00	Factory Installed	MSRP Discount = 22%	
5045218	Front Wheels: 22.5 X 12.25 Aluminum (2)	$ 580.00	Factory Installed	MSRP Discount = 22%	
5245263 10	Front / Rear Wheels: 22.5 X 8.25 Aluminum (10)	$ 1,644.00	Factory Installed	MSRP Discount = 22%	
5245265 10	Front / Rear Wheels: 24.5 X 8.25 Aluminum (10)	$ 1,685.00	Factory Installed	MSRP Discount = 22%	
5042324 10	Front / Rear Wheels: 22.5 X 9.00 Aluminum (10)	$ 2,003.00	Factory Installed	MSRP Discount = 22%	
	Sleeper Packages Priced as MSRP Difference from Base Spec Less a 22% Discount				
40 SLEEPER	40 Inch Sleeper Package	$ 16,307.00	Factory Installed	MSRP Discount = 22%	
52 SLEEPER	52 Inch Sleeper Package	$ 21,052.00	Factory Installed	MSRP Discount = 22%	
76 SLEEPER	76 Inch Sleeper Package	$ 33,644.00	Factory Installed	MSRP Discount = 22%	
	CAB / LIGHTS / SAFETY OPTIONS				
80909604	Hood T880 Standard Length (Required with Cummins X15 & X12N)	$ 273.00	Factory Installed	MSRP Discount = 22%	
8865003	Dual Kenworth Motorized Mirrors	$ 279.00	Factory Installed	MSRP Discount = 22%	
8850823 2	Hood Mounted Mirror (PAIR)	$ 374.00	Factory Installed	MSRP Discount = 22%	
1160208	Bugscreen Mounted Between Hood & Grill	$ 100.00	Factory Installed	MSRP Discount = 22%	
8879917	Two Additional Outboard Windows Back of Cab	$ 366.00	Factory Installed	MSRP Discount = 22%	
8890135	Exterior Steel Sunvisor	$ 718.00	Factory Installed	MSRP Discount = 22%	
8841618	Dual Roof Mtd Air Horns	$ 194.00	Factory Installed	MSRP Discount = 22%	
8800380	Dual Side Of Cab Grabhandles	$ 254.00	Factory Installed	MSRP Discount = 22%	
8410273	Driver Seat Air Ride GT702 HB DuraCloth	$ 319.00	Factory Installed	MSRP Discount = 22%	
8460272	Rider Seat Air Ride GT702 HB DuraCloth	$ 468.00	Factory Installed	MSRP Discount = 22%	
8480068	2 Passenger Bench Seat	$ 714.00	Factory Installed	MSRP Discount = 22%	
8601880	CB Radio W/ Weather Band Header Mount	$ 457.00	Factory Installed	MSRP Discount = 22%	
8208497	Four Spare Switches Wired to Power	$ 131.00	Factory Installed	MSRP Discount = 22%	
8700196	Turn Signal Self Cancelling	$ 213.00	Factory Installed	MSRP Discount = 22%	
8205177	Dash Mounted PTO Switch	$ 189.00	Factory Installed	MSRP Discount = 22%	
9042542	Fog Lights Clear Lens	$ 388.00	Factory Installed	MSRP Discount = 22%	
9060011	Halogen Spotlight LH mounted	$ 145.00	Factory Installed	MSRP Discount = 22%	
9060055	Halogen Spotlight LH & RH mounted	$ 269.00	Factory Installed	MSRP Discount = 22%	
9080141	Dual Low Profile LED Amber Beacon Strobes Roof Mounted	$ 776.00	Factory Installed	MSRP Discount = 22%	

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
9080148	Dual Low Profile Roof Mounted Brackets / Switch & Wiring For Cust Installed Strobes	$ 282.00	Factory Installed	MSRP Discount = 22%	
9090000/9009007	Daytime Running Lights With Override Switch	$ 184.00	Factory Installed	MSRP Discount = 22%	
9090316	Junction Box End of Frame	$ 232.00	Factory Installed	MSRP Discount = 22%	
9056144	Floodlights Dual LED Pedestal Mtd Back of Cab	$ 324.00	Factory Installed	MSRP Discount = 22%	
9052008	Floodlights Dual LED Flush Mounted Back of Cab	$ 158.00	Factory Installed	MSRP Discount = 22%	
9058071	Switch & Wiring, Indicator Light for Customer installed Work Lights	$ 114.00	Factory Installed	MSRP Discount = 22%	
9943052/996003	Metallic Paint Color / Non Standard Paint	$ 977.00	Factory Installed	MSRP Discount = 22%	
9940044	Frame Paint Other than Black	$ 1,840.00	Factory Installed	MSRP Discount = 22%	
9944824	2 Color Paint Daycab	$ 4,560.00	Factory Installed	MSRP Discount = 22%	
9090147	Back Up Alarm	$ 146.00	Factory Installed	MSRP Discount = 22%	
9490206	Safety Triangles	$ 44.00	Factory Installed	MSRP Discount = 22%	
9490404	Fire Extinguisher 5lb Dry Chemical	$ 122.00	Factory Installed	MSRP Discount = 22%	
NFPAPKG	NFPA Compliance Seats,Seat Occupancy Sensors & VDR Harness	$ 2,550.00	Factory Installed	MSRP Discount = 22%	
BUC	Back Up Camera	$ 1,815.00	Vendor Installed		Cost Plus 25%
Brigade BUC	Brigade Back Up Camera System	$ 2,938.00	Vendor Installed		Cost Plus 25%
TPMS	Dealer-Installed TPMS System	$ 2,875.00	Vendor Installed		Cost Plus 25%
AWLED	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount (Whelen)	$ 2,844.00	Vendor Installed		Cost Plus 25%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	$ 948.00	Vendor Installed		Cost Plus 25%
SAFETY	Cab Fire Extinguisher & Safety Triangles	$ 397.00	Vendor Installed		Cost Plus 25%
Autolube	Auto Lube System for Bodies	$ 7,850.00	Vendor Installed		Cost Plus 25%
Fire Suppression	Fire Supression System DAFO	$ 6,450.00	Vendor Installed		Cost Plus 25%
	DUMP BODIES				
Stampede 16	16' Ox Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate Allison PTO	$ 44,133.00	Vendor Installed		Cost Plus 25%
Maverick 16	16' Ox Maverick Dump Body 48" Sides 1/4" Plate Floor Elec Tarp Air Gate Allison PTO	$ 32,438.00	Vendor Installed		Cost Plus 25%
Stampede 14	14' Ox Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate Allison PTO	$ 43,614.00	Vendor Installed		Cost Plus 25%
Maverick 14	14' Ox Maverick Dump Body 48" Sides 1/4" Plate Floor Elec Tarp Air Gate Allison PTO	$ 29,188.00	Vendor Installed		Cost Plus 25%
14 Trash Dump	14' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 33,525.00	Vendor Installed		Cost Plus 25%
16 Trash Dump	16' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 36,451.00	Vendor Installed		Cost Plus 25%
18 Trash Dump	18' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 40,479.00	Vendor Installed		Cost Plus 25%
20 Trash Dump	20' Ox Trash Dump including 48" sides, double barn door tailgate,	$ 42,876.00	Vendor Installed		Cost Plus 25%
	Body Upgrade Options				
Custom Color	Paint Body Other Color than Black / White	$ 2,765.00	Vendor Installed		Cost Plus 25%
2 Way Tail Gate	2 Way Tail Gate Dump Bodies	$ 3,129.00	Vendor Installed		Cost Plus 25%
HiLift Gate	Hi-Lift Gate Dump Bodies	$ 2,781.00	Vendor Installed		Cost Plus 25%
DBV	Dump Body Electric Vibrator	$ 1,548.00	Vendor Installed		Cost Plus 25%
TOOLBOX48	Under body tool boxes - 18x18x48 steel	$ 2,000.00	Vendor Installed		Cost Plus 25%
TOOLBOX36	Under body tool boxes - 18x18x36 steel	$ 1,875.00	Vendor Installed		Cost Plus 25%
TOOLBOX24	Under body tool boxes - 18x18x24 steel	$ 1,625.00	Vendor Installed		Cost Plus 25%
DBBUC	Body builder installed Basic Back Up Camera	$ 1,725.00	Vendor Installed		Cost Plus 25%
PINTLE 25T	25ton Pintle Hitch Includes Factory Gladhands & Seven-way Trailer Plug	$ 3,063.00	Vendor Installed		Cost Plus 25%
DBLEDS	Body Builder installed Basic (4) LED Flashers Amber (2) Cab Shield (2) Rear of Body	$ 1,185.00	Vendor Installed		Cost Plus 25%
	FLAT BEDS / TANKER TRUCKS / FUEL BODIES				Cost Plus 25%
16FLAT	16' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	$ 21,755.00	Vendor Installed		Cost Plus 25%
20FLAT	20' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	$ 24,378.00	Vendor Installed		Cost Plus 25%
24FLAT	24' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	$ 28,331.00	Vendor Installed		Cost Plus 25%

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
TMA Scorpion	TL-3 Scorpion II, TMA Truck Mounted Attenuator Crash Truck	$ 70,388.00	Vendor Installed		Cost Plus 12%
	Complete TMA Flatbed Ballasted, Hyd Arrowboard,LED's Cameras DVR				
	SEWER VACUUM / CLEANERS /JETTERS / HYDRO EXCAVATORS/ RECYCLERS AVAILABLE AT COST +5%				
AquatechB10-1450	Aquatech B10-1450 Combination Sewer & Vacuum Truck Basic Unit	$ 338,855.00	Vendor Installed		Cost Plus 5%
Vactor2100	Vactor 2100 Sewer Cleaner 10 Cubic Yard Basic Unit (Options Available)	$ 360,315.00	Vendor Installed		Cost Plus 5%
TruvacFLXX	Truvac Flexx 10 Cubic Yard Sewer Cleaner Basic Unit (Options Available)	$ 319,692.00	Vendor Installed		Cost Plus 5%
TruvacHXX	Truvac HXX 12 Cubic Yard Sewer Cleaner Basic Unit (Options Available)	$ 421,596.00	Vendor Installed		Cost Plus 5%
VacCon	VACCON HYDRO EXCAVATOR Basic Unit (Options Available)	$ 470,549.00	Vendor Installed		Cost Plus 5%
Klein K-400	4,000 Gallon Water Tank for Truck Direct PTO mtd pump KLEIN K-400 TRAPEZOID	$ 70,280.00	Vendor Installed		Cost Plus 25%
Water Cannon	Water Cannon Turret Upgrade for Water Truck (Additional Upgrades Available)	$ 13,299.00	Vendor Installed		Cost Plus 25%
WATERTRUCK 4K	4,000 Gallon Water Tank for Truck Direct PTO mtd pump	$ 69,840.00	Vendor Installed		Cost Plus 25%
WATERTNK 3K SS	Water Tank Truck 3,000 Gallon Stainless (Req current quote at time of Order)	$ 150,000.00	Vendor Installed		Cost Plus 25%
CT MIXER	Concrete Mixer Body 10.5 Cubic Yard (Wet Batch Style)	$ 137,448.00	Vendor Installed		Cost Plus 25%
VOLUM MIXER ZM	Volumetric Concrete Mixer 10 Cubic Yard - Zimmerman	$ 214,491.00	Vendor Installed		Cost Plus 12%
CT Mixer Silo ZM	350BBL Belgrade Portable Silo (Must purchase Body Above)	$ 117,194.00	Vendor Installed		Cost Plus 10%
LSFUEL-LUBE	1550 gal Fuel & Lube Body with DEF, Water, Air, Grease, Used Oil System	$ 205,425.00	Vendor Installed		Cost Plus 10%
2KSSFUELLUBEHC	2000 Gal Stainless Fuel Tank & Lube Body with DEF, Water, Grease, Hose Reel Cab	$ 184,773.00	Vendor Installed		Cost Plus 10%
FUEL AL4K	4000 Gal Aluminum Refined Fuel Tanker With Hose Reel	$ 140,877.00	Vendor Installed		Cost Plus 10%
CUSTOM TC10	Custom Designed Bodies Available at Cost + 10% Including Fees	10%	Vendor Installed		Cost Plus 10%
	GRAPPLE LOADERS & BODIES				
PetersenAL-1	Petersen AL-1 Atlas Grapple w/ 50 C.Y. HardOx Body Inc Strobes,Lights & BU Cam	$ 170,672.00	Vendor Installed		Cost Plus 7%
ATLAS DWT	Petersen AL-1 Atlas Dual Walk through 24' 40CY HDX Body Quadsticks Strobes,Lights	$ 173,818.00	Vendor Installed		Cost Plus 7%
Route Assistant 2240	Petersen TR3 Route Assistant Dual Walk through 22' 40CY HDX Body Quadsticks	$ 169,533.00	Vendor Installed		Cost Plus 7%
PalfingerM13A80	Palfinger Epsilon M13A80 Loader 32.5' Double Reach 24' BeauRoc MPHD 55 CY body	$ 166,980.00	Vendor Installed		Cost Plus 10%
PalfingerM100L72	Palfinger Epsilon M100L72 Hydraulic Loader w/ 20' BeauRoc MPMD 27 CY dump body	$ 162,335.00	Vendor Installed		Cost Plus 10%

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Manufacturer Order Code	Description		Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	BOOM TRUCK & CRANE BODIES					
	Boom Truck / Cranes / Digger Derrick Options Below Require GVW UPGRADES					
NBT40142	NBT40142 BOOM TRUCK	Requires 101,200 GVW Chassis	$ 489,818.80	Vendor Installed		Cost Plus 5%
NBT45127	NBT45127 BOOM TRUCK	Requires 78,350 GVW Chassis	$ 442,793.96	Vendor Installed		Cost Plus 5%
NBT45142	NBT45142 BOOM TRUCK	Requires 78.350 GVW Chassis	$ 487,868.43	Vendor Installed		Cost Plus 5%
NBT55L-151	NBT55L-151 BOOM TRUCK	Requires 88,000 GVW Chassis	$ 551,766.82	Vendor Installed		Cost Plus 5%
NBT60XL	NBT60XL BOOM TRUCK	Requires 77,000 GVW Chassis	$ 670,045.30	Vendor Installed		Cost Plus 5%
26101C	26101C BOOM TRUCK	Requires 60,000 GVW Chassis	$ 201,998.13	Vendor Installed		Cost Plus 5%
30100C	30100C BOOM TRUCK	Requires 60,000 GVW Chassis	$ 215,983.82	Vendor Installed		Cost Plus 5%
30102C	30102C BOOM TRUCK	Requires 60,200 GVW Chassis	$ 218,066.57	Vendor Installed		Cost Plus 5%
40124SHL	40124SHL BOOM TRUCK	Requires 78,350 GVW Chassis	$ 362,785.45	Vendor Installed		Cost Plus 5%
TC50128	TC50128 BOOM TRUCK	Requires 88,000 GVW Chassis	$ 510,063.71	Vendor Installed		Cost Plus 5%
TC50155	TC50155 BOOM TRUCK	Requires 88,000 GVW Chassis	$ 524,065.92	Vendor Installed		Cost Plus 5%
	BUCKET TRUCK & DIGGER DERRICKS					
RMX75/100	RMX75/100 BUCKET TRUCK	Requires 60,000 GVW Chassis	$ 521,807.74	Vendor Installed		Cost Plus 5%
GENERAL 80	GENERAL 80 DIGGER DERRICK	Requires 66,000 GVW Chassis	$ 417,162.11	Vendor Installed		Cost Plus 5%
TM100	TM100 BUCKET TRUCK	Requires 78,000 GVW Chassis	$ 487,532.93	Vendor Installed		Cost Plus 5%
TM125	TM125 BUCKET TRUCK	Requires 78,000 GVW Chassis	$ 554,797.67	Vendor Installed		Cost Plus 5%
	REFUSE BODIES					
HEIL DP5000 REL	HeiL DP5000 25yd REL		$ 135,007.00	Vendor Installed		Cost Plus 9%
Heil PT	Heil PT Commercial Rear Loader 25 Cu Yd		$ 140,021.00	Vendor Installed		Cost Plus 9%
Bayne CT	Bayne Cart Tipper each		$ 9,375.00	Vendor Installed		Cost Plus 25%
EZ G400 REL	E-Z Pack Goliath G400 30yd Rear Loader		$ 124,869.00	Vendor Installed		Cost Plus 11%
EZ G300 REL	E-Z Pack Goliath G300 30yd Rear Loader		$ 111,211.00	Vendor Installed		Cost Plus 11%
EZ Apollo	E-Z Pack Apollo 25yd Rear Loader		$ 104,928.00	Vendor Installed		Cost Plus 11%
NEWAY REL	Neway King Cobra 25yd REL		$ 118,249.00	Vendor Installed		Cost Plus 11%
Load REL	Loadmaster Excel S High Compaction 25yd REL		$ 110,445.00	Vendor Installed		Cost Plus 7%
Load Enviromaster	Environmaster DT 60/40 Split Body Rear Load Refuse 25yd		$ 181,673.00	Vendor Installed		Cost Plus 7%
AMREP REL	Amrep Hardox Rear Loader Full Push Out AMHRLTPO-25YD		$ 125,341.00	Vendor Installed		Cost Plus 10%
Leach 2RIII REL	Leach 2R3-III 25yd Rear Load Refuse		$ 148,200.00	Vendor Installed		Cost Plus 9%
	Roll Off Hoist					
GAL-AFOR174	Roll Off: Galbreath AF-0R-174 60k w/Pioneer tarp		$ 82,800.00	Vendor Installed		Cost Plus 15%
GAL-U5OR174	Change to U5-0R-174 60k w/Pioneer		$ 79,692.00	Vendor Installed		Cost Plus 15%
GALFAB60	Galfab Rolloff 60K With Tarp System		$ 75,325.00	Vendor Installed		Cost Plus 15%
Stellar 65-174	Stellar 65-174 Hook Lift Inc Tarp System		$ 110,096.00	Vendor Installed		Cost Plus 12%

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	EXTENDED WARRANTY OPTIONS:				
	KENWORTH BASE VEHICLE EXTENDED WARRANTY				
9201828	Kenworth Base Vehicle 5 Year 100K Miles	$ 2,820.00	Factory Installed	Non Discountable - Cost	
9201830	Kenworth Base Vehicle 5 Year 300K Miles	$ 6,250.00	Factory Installed	Non Discountable - Cost	
9201973	Kenworth Towing for Warrantable Failures 5YR UNL	$ 2,290.00	Factory Installed	Non Discountable - Cost	
	CNG ENGINE EXTENDED WARRANTY				
334115	Warranty: L9N PP1 5 Yr/150K	$ 2,700.00	Factory Installed	Non Discountable - Cost	
424115	Warranty: ISX12N 5Yr/200K PP1	$ 2,550.00	Factory Installed	Non Discountable - Cost	
	DIESEL ENGINE EXTENDED WARRANTY				
9209689/9209116	Warranty: PX9 PP1 5Yr/100K With Aftertreatment	$ 2,190.00	Factory Installed	Non Discountable - Cost	
9203776/9203810	Cummins Protect Plan 1 X15 5 Year/100,000 mi Inc Aftertreatment Warranty	$ 2,340.00	Factory Installed	Non Discountable - Cost	
9203377/9209116	Cummins Protect Plan 1 X15 5 Year/200,000 mi Inc Aftertreatment Warranty	$ 2,805.00	Factory Installed	Non Discountable - Cost	
9203844/9203810	Cummins Protect Plan1 X15 Travel/Tow 5 Year/100K mi Inc Aftertreatment Wty	$ 3,140.00	Factory Installed	Non Discountable - Cost	
9203845/9209116	Cummins Protect Plan1 X15 Travel/Tow 5 Year/200K mi Inc Aftertreatment Wty	$ 3,605.00	Factory Installed	Non Discountable - Cost	
9204344/9204433	MX Comprehensive Plan A 5Yr/100K mile Includes Aftertreatment Warranty	$ 2,495.00	Factory Installed	Non Discountable - Cost	
	ALLISON TRANSMISSION EXTENDED WARRANTY				
Allison3000NR7	Warranty- Allison 3000 RDS 7yr - Unlimited Miles Extended	$ 1,060.00	Vendor Installed	Non Discountable - Cost	
Allison3000R7	Warranty- Allison 3000 RDS Refuse 7yr - Unlimited Miles Extended	$ 2,301.00	Vendor Installed	Non Discountable - Cost	
Allison3500NR7	Warranty- Allison 3500 RDS 7yr - Unlimited Miles Extended	$ 1,209.00	Vendor Installed	Non Discountable - Cost	
Allison4500NR7	Warranty- Allison 4500 RDS 7yr - Unlimited Miles Extended	$ 1,536.00	Vendor Installed	Non Discountable - Cost	
Allison4500R7	Warranty- Allison 4500 RDS Refuse 7yr - Unlimited Miles Extended	$ 2,045.00	Vendor Installed	Non Discountable - Cost	
	DISCOUNTS / NON SCHEDULED OPTIONS / SURCHARGES				
CPPD	Prepayment Discount Available If Chassis is Paid for when delivered to Body Company	Consult Dealer			
Discount 2.10	Dealer Discretionary Discount - Determined By Dealer as Appropriate - When Available				
MSRP22	22% Discount Off Current MSRP For Unspecified Factory Options Including Fees	22%	Factory Installed	MSRP Discount = 22%	
NSO	Non Scheduled Unpublished Options/Bodies Available at Cost + 35% Max	35%	Vendor Installed		
2025YMES	2025 Year Model or Emissions Surcharge - From Manufacturer - Pass through at cost				
Surcharge 3.06	Surcharges - Charged by Manufacturer - As Provided for in Terms & Conditions 3.06				
Delivery	Delivery Charge - applies to out of Local FSA Zone Deliveries - if required	.			
	TAGS				
TEMP TAG	Temporary Tag	INC			
TRANSFER	Transfer tag	INC			
NEWTAG	New tag: state / city / county	At Cost			

KENWORTH

ALL ROADS KENWORTH - FORT LAUDERDALE (A350)
2909 SOUTH ANDREWS AVE
FORT LAUDERDALE, Florida 33316

MONROE COUNTY
1100 SIMONTON STREET SUITE 2-216
KEY WEST, Florida 33040
United States of America

Mike Crawford
Cell Phone:
Office Phone:
Email: mcrawford@allroadstrucks.com

DARYL GREENLEE

Email: greenlee-daryl@monroecounty-fl.gov

Vehicle Summary

Unit

Model:	T480 Series Conventional
Type:	FULL TRUCK
Description 1:	T480 PX9 370 3000RDS
Description 2:	Dump Truck

Application

Intended Serv.:	Construction: Vehicles used in the cons
Commodity:	Gravel/Crushed Rock/Sand

Body

Type:	End Dump
Length (ft):	16
Height (ft):	13
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	66001

Road Conditions:

Class A (Highway)	4
Class B (Hwy/Mtn)	95
Class C (Off-Hwy)	1
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	208
Overhang (in):	61
Fr Axle to BOC (in):	69.5
Cab to Axle (in):	138.5
Cab to EOF (in):	199.5
Overall Comb. Length (in):	309

Special Req.

U.S. Domestic Registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Model				
0000480	S	**T480 Series Conventional**	118,609	**10,386**
0071000	O	**T480 Aero Hood**	0	**0**
0080050	O	**CARB Clean Idle Label - PACCAR PX Engines**	36	**0**
0090162	O	**T480 Tandem**	0	**0**
0098409	O	**State of Registry: Florida**	0	**0**
Engine & Equipment				
0130210	O	**PX-9 370 370@1600 1250@1200, 2021** With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	8,568	**0**
1000046	O	**EPA Emissions Warranty Engine**	0	**0**
1000151	S	**PremierSpec**	0	**0**
1000243	O	**Gearing Analysis: Performance** power before economy results.	0	**0**
1000256	O	**Customer's Typical Operating Spd: 64 MPH**	0	**0**
1000523		**RegistrationYear** Year of Registration: 2023	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1000684		**Effective VSL Setting NA**	0	**0**
1000858	O	**Engine Idle Shutdown Timer Disabled**	0	**0**
1000859	O	**Enable EIST Ambient Temp Overrule**	0	**0**
1000891		**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	**0**
1002060	S	**Air Compressor: Cummins 18.7 CFM For Cummins And** PACCAR PX engines.	0	**0**
1041399	S	**Air Cleaner: MD Composite Engine Mounted**	0	**0**
1099080	O	**Pre-Cleaner Mounted in the Hood Plenum**	319	**7**
1105231	S	**Fan Hub: Horton On/Off for PX-9 or L9N**	0	**0**
1121231	S	**Cooling Module: 2.1M MD - Aero Hood** 1000 Square Inches	0	**0**
1247234	O	**EXH: 2021 RH Under DPF/SCR with RH SOC Vertical** tailpipe. Not 2.1m high roof sleepers	859	**0**
1290124	O	**Tailpipe: 5 in. single 24 in. 45 degree curved.**	150	**6**
1321102	S	**Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9** Fuel/water separator for 2021 and later engines.	0	**0**
1321200	S	**Run Aid:None** *For Fuel Filter	0	**0**
1321300	S	**Start Aid:None** *For Fuel Filter	0	**0**
1500029	O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	168	**0**
1700149	O	**Retarder: Jacobs for PX-9 and ISL With** 3-way switch. Replaces the standard turbo brake for PX-9 engines.	2,328	**57**
1812162	O	**Alternator: 160 amp Brushless** with battery voltage sense. *This code replaced 1812160.	29	**0**
1821225	O	**Batteries: 2 PACCAR GP31 Threaded Post (1000)** 2000 CCA starting.	8	**4**
1836106	S	**Mitsubishi 105P55 12V Starter with Cummins and PX** PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	**0**
1840065	S	**12V Low Voltage Disconnect for Battery Protection**	0	**0**
1840067	O	**Battery Disconnect Switch Mounted on Battery Box** Provides One (1) Switch	249	**0**
1901017	O	**Remote PTO/Throttle, 12-Pin, Engine Bay**	41	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Remote Control Provision		
Transmission & Clutch				
2011613	O	**Transmission: Allison 3000RDS 6-speed, With PTO** drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	7,483	**399**
2406452	O	**Driveline: 2 Dana SPL170XL 1 Centerbearing**	262	**17**
2409941	S	**One Heavy-Duty One-Piece Aluminum Crossmember** This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0	**0**
2410018	O	**Torque Converter Included W/ Allison** Transmission.	0	**0**
2410114	O	**Left Hand PTO Access, Right Hand Dip Stick Tube** Allison 3000 series only.	32	**0**
2410153	O	**Push Button Shifter Controls, Center Console** Mounted for Allison Transmission. 2.1m Medium Duty only.	0	**0**
2410204	O	**Allison Fuel Sense: Delete**	0	**0**
2410244	O	**J1939 Park Brake Auto Neutral**	0	**0**
2410310	O	**Allison Neutral at Stop**	0	**0**
2429358	O	**Rear Transmission Support Springs for** transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	73	**0**
2429378	O	**Customer Installed Transmission PTO in the LH** Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	**0**
2460070	O	**Supplemental Allison Oil to Water Trans Cooler**	510	**16**
Front Axle & Equipment				
2517020	O	**Meritor MFS20 Front Axle rated 20K** 3.5 in. drop, standard track.	1,778	**150**
2641137	O	**Front Brakes: 20K Meritor Q-Plus 16.5x6 in.**	605	**-38**
2690035	O	**Front Brake Drum: 22K 16.5x6 in. cast.**	12	**104**
2701319	O	**Front Hubs Aluminum Hub Pilot 20,000 lbs.** 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.	606	**16**
2741970	S	**ConMet PreSet Plus Hub Package; Front Axle.**	0	**0**
2750001	S	**Hubcap: Front Vented.**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2765001	S	**Front Auto Slack Adjuster for Drum Brakes.**	0	**0**
2865025	O	**Front Springs: Taperleaf 20K W/ Shock Absorbers** w/ maintenance-free elastomer spring pin bushings.	170	**99**
2895305	O	**Dual Power Steering Gears: 18/20K**	984	**75**
2899336	O	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	329	**11**
2900059	O	**40 mm Front Suspension Spacer Block**	0	**0**
2900612	O	**Threaded Front Spring Bushings in Place of** elastomeric.	62	**0**
Rear Axle & Equipment				
3142161	O	**Dual Meritor RT46-160P Rear Axle rated at 46K.** Tandem rear axles. With pump	11,179	**2,442**
3200563	S	**Rear Axle Ratio - 5.63.**	0	**0**
3354007	O	**Dual Rear Brakes 16-1/2x7 in. to 46K;** Meritor Q- plus-extended service S-cam.	157	**16**
3392005	O	**Dual Rear Brake Drums: Cast.** For use with 16.5X7" or 16.5X8.625" brake.	0	**0**
3407050	O	**Dual Rear Hubs: Aluminum Hub Pilot 46K;** 11.25" bolt circle. Requires "R" series outer ends.	0	**0**
3441972	O	**ConMet PreSet Plus Hub Package; Dual Rear Axle.**	0	**0**
3465002	O	**Tandem Rear Axle Automatic Slack Adjusters.** For use with drum brakes.	0	**0**
3485209	O	**Spring Brake: 3030 High Output Dual.** For drum brakes.	122	**0**
3495230	O	**Bendix 6S/6M Anti-Lock Brake System W/ Air** traction control (ATC).	964	**6**
3500006	O	**Inverted Chambers for 16-1/2 x 7 in. Brakes;** Replaces standard mount w/ higher mount.	11	**0**
3500057	O	**Interaxle Driveline: 1 Dana SPL170XL** Tandem Rear Axles Only	501	**96**
3511420	O	**Driver Controlled Differential Lock (Crosslock)** for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	2,117	**39**
3573111	O	**Separate Switch for Dual Axles:** differential lock or crosslock.	9	**0**
3749209	O	**Rear suspension: Tandem Chalmers 854-46-H 46K.** 54 in. axle spacing. Unladen Height: 12.5 in. Laden Height: 10.1 in. Standard restrictor can.	6,778	**534**
3832026	O	**Chalmers Shock Absorbers. 52K and Under** suspension.	448	**35**
Tires & Wheels				
4010120	O	**Front tires: Michelin XZE 425/65R22.5 20PR**	1,606	**164**

Sales Code	Std/ Opt	Description	$ List	Weight
		20.6 in. SLR.		
4210002	O	**Rear Tires: Michelin X Works Z 11R22.5 16PR**	2,588	**168**
4900008	O	**Rear Tire Quantity: 8**	0	**0**
5045218	O	**Front Wheel: Alcoa 82462 22.5x12.25 aluminum,** with Lvl One [TM] High Polish finish, hub-pilot mount. 11000lb. maximum rating. 5.80 in. offset. Air disc brake compatible.	813	**-3**
5245263	O	**Rear Wheel: Alcoa 88565 22.5x8.25 aluminum,** with Lvl One [TM] High Polish finish, hub-pilot mount. 8000lb. maximum rating. Severe service. Air disc brake compatible. Code is priced per pair of wheels.	2,184	**-120**
5850040	O	**Wheelguards: All Axles.**	132	**2**
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	**0**
Frame & Equipment				
6057600	O	**Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to** 447 in. Truck frame weight is 3.80 lb.-in. per pair of rails. Section modulus is 21.43, RBM is 2,572,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	1,621	**346**
6144615	O	**Full Steel Insert: for 11-5/8 in. Steel Rail to** 480 in. Adds 2,132,000 in-lb to main rail RBM. 120K PSI. 11-5/8 in. primary insert RBM 4,704,000 in-lbs, section modulus is 39.20. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	3,717	**1,029**
6308715	O	**Bumper: Aerodynamic Chrome Requires a Bumper** setting code.	1,088	**68**
6319040	S	**40 in. Bumper Setting. Requires a Bumper Code.**	0	**0**
6321010	S	**Front Tow Loops: Two**	0	**0**
6391202	O	**Custom Frame Layout: Two Chassis** **CFL A/D:** Inside RH Rail **CFL A/T:** Clear LH transmission for PTO **CFL BBX:** Clear Rail behind BBOX to front suspension **CFL F/T:** under cab clear frame behind FT to Rear Suspension	690	**0**
6400644	O	**Battery Box Cantilever Aluminum BOC with Smooth** natural finish aluminum cover.	422	**19**
6409210	O	**Rubber Battery Pad in Bottom of Battery Box.** For cantilever-style or between the rails battery boxes.	12	**2**
6409902	O	**Battery Box Location: RH Side.**	90	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
6451127	O	**DPF/SCR Box Polished End Plates and Diamond Plate** cover.	174	**0**
6490139	S	**Heavy-Duty One-PC Aluminum Intermediate/ Fill-In** crossmember.	0	**0**
6490433	S	**Heavy-Duty 5-Piece Rear Cab Support, Hucked** assembly. Huck fastened to frame.	0	**0**
6679859	O	**Final End-of-Frame Cut-Off Dimension Will be** modified to 56 in. to 60 in.	0	**0**
6721102	S	**Rear Mudflap Arms: Betts B-25 Standard-Duty,** straight. Includes B1732 mounting brackets as standard.	0	**0**
6722000	S	**Rear Mudflap Shields: White Plastic Antisail W/** Kenworth logo.	0	**0**
6741023	O	**Square End-of-Frame W/ Bolted Crossmember,** non-towing.	196	**41**
Fuel Tanks & Equip				
7140050	O	**50 US Gallon D-Shape Rectangular Aluminum Under** fuel tank, replace. With non-slip step.	73	**22**
7722170	S	**Small DEF Tank, 5.5 Gallons.**	0	**0**
7839006	O	**Polished Fuel Tank Steps.**	29	**0**
7840015	O	**Polish Only One Aluminum Tank.**	143	**0**
7840038	O	**Polished Cover for 1 DEF Tank Any Size.**	231	**3**
7889061	O	**Polished Stainless Steel Tank Straps for 1 Tank.**	77	**0**
7889204	S	**DEF to Fuel Fill Ratio Between 1:1 and 2:1.**	0	**0**
7889245	O	**Anti-Siphon Device in Fuel Tank Filler Neck.** For any number of fuel tanks.	46	**1**
7889368	O	**Fuel Tank Drain Plug.**	5	**0**
7889606	O	**DEF Tank Location is LH Under Cab.**	0	**0**
7920050	O	**Location: 50 gal fuel tank LH under cab**	0	**0**
Cab & Equipment				
8024311	S	**Cab: Stamped Aluminum with Curved Windshield** LED markers. Requires seperate roof code.	0	**0**
8090155	O	**Hood: Med Aero w/ Chrome Crown**	132	**0**
8108002	O	**Fine Particulate Filter for Cabin Air HVAC** system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	35	**0**
8108011	S	**Cab HVAC - Day Cab and 40 in. Sleeper**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.		
8201047	O	**Kenworth Smartwheel: 18 in. Non-Leather With** Integrated Radio and Cruise Controls.	117	**0**
8201200	S	**Adjustable Telescoping Tilt Steering Column.**	0	**0**
8203056	O	**Unspecified Tumbler P/N. All Chassis Keyed Alike** Includes ignition, cab doors & if applicable, sleeper tool box door. 2.1m models, requires 2+ chassis. G key will not work on new P lock and ignition.	96	**0**
		Narr *P*		
8203060	O	**5 Sets of Keys. Replaces Standard 2 Sets of Keys.**	38	**0**
8205012	O	**Off-Highway Dash Switch: For ABS System. Includes** indicator light.	51	**0**
8205177	O	**Dash Switch:1st Allison-Mounted PTO.** Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	168	**0**
8205283	O	**Info for C/I PTO: Chelsea 10 Bolt**	0	**0**
8208475	O	**Two Spare Switches: Wired to Power. BOC Wire** termination.	56	**0**
8209999	O	**Spare Power Wiring For Customer Installed Devices** Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	85	**2**
8222402	O	**Gauge: DD Virtual Gauge - Trailer** Reservoir	68	**0**
8222403	O	**Gauge: DD Virtual Gauge - Trailer Brake** Application	52	**0**
8222409	O	**Gauge: DD Virtual Gauge - Air Filter** Restriction	0	**0**
8222411	O	**Gauge: DD Virtual Gauge - Eng Pto Hour**	32	**0**
8222413	O	**Gauge: DD Virtual Gauge - Manifold** Pressure Boost	0	**0**
8222414	O	**Gauge: DD Virtual Gauge - Engine Percent** Torque	0	**0**
8222418	O	**Gauge: DD Virtual Gauge - Engine Hours** Instrument Cluster	0	**0**
8222419	O	**Gauge: DD Virtual Gauge - Volts**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Instrument Cluster		
8282024	S	**Main Instrument Package: 7" Digital Display** Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	**0**
8282109	O	**Large Flat Panel on Dash For C/I Controls.** Replaces Storage Bucket.	11	**0**
8330591	S	**Interior Trim Package: 2.1M MD Gray Foam** Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	**0**
8410127	O	**Driver Seat: KW Air Seat HB Tough Cloth w/ Dual** Armrests/Susp Cover/Isolator Lever	155	**0**
8460108	O	**Rider Seat: KW Air Seat HB Tough Cloth w/ Susp** Cover/Isolator Lever/Occupancy Sensor w/o Armrests	378	**0**
8601432	O	**Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth**	390	**0**
8601875	O	**CB Radio: Cobra 29 W/Weatherband/Dl Ant** Transceiver/Sound Tracker/Illum Panel W/Microphone Clip Mtd On Side	487	**0**
8698965	O	**Speaker Package For Cab: (2) Speakers** B-Pillar	51	**0**
8699017	O	**Telescoping Antenna: Mounted Behind LH Door.** Replaces Top-of-Cab Antenna.	61	**0**
8700161	O	**Footwell Light: Red Lens & Switch**	11	**0**
8700196	S	**Turn Signal: Self-Cancelling**	0	**0**
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	0	**0**
8700501	O	**Metal Int Door Panel Kick Plates**	72	**0**
8700629	O	**Single 1" Ram Ball Dash Mounted RH Side** of Radio Opening	27	**0**
8700663	O	**Kenworth TruckTech+:** This system provides the World's Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This is standard on all Kenworth models with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine.	1,549	**0**
8800261	O	**Long Grabhandle RH Side Mounted to Side-of-Cab** exhaust. NFPA Compliant.	70	**0**
8800382	O	**Grabhandle: LH SOC Non-Slip Ergonomic** Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	135	**3**
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Dash Wrap and B Pillar Mounted Grabhandles		
8832113	S	**Kenworth Daylite Door With Standard LH/RH** electric door locks and LH/RH electric window controls.	0	**0**
8841642	O	**Air Horn: Dual Round 26" LH/RH Roof** Incl Air Horn Cover	150	**0**
8850139	S	**Look-Down, Pass. Door, Black 11x6**	0	**0**
8850841	O	**Mirror Shell: Dual Aero Chrome**	151	**0**
8850877	O	**Mirror: RH Hood Mounted Black Rectangle Convex**	127	**0**
8850878	O	**Mirror: LH Hood Mounted Black Rectangle Convex**	127	**0**
8860852	O	**Mirror: Dual KW Aero Rear View** Motor, heated with Integral CX.	68	**0**
8871446	S	**Rear Cab Stationary Window 19in x 36in**	0	**0**
8890038	O	**3.5in x 11.5in Plastic Records Holder:Mounted On** Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	50	**0**
8890101	S	**One-Piece Bonded-In Windshield With Curved Glass.** Standard.	0	**0**
8890135	O	**Exterior Stainless Steel Sunvisor.**	720	**11**
8890356	O	**4 1/4" Molded Wheelwell Fender Extension.**	204	**0**
8890874	O	**Kenworth Cab Air Suspension.**	106	**0**
8891009	O	**Thermal/Sound Insulation Package**	251	**0**
8891011	O	**Roof: Raised Profile, Stamped Aluminum w/** Additional Head Room & Interior Overhead Storage	143	**0**
Lights & Instruments				
9010813	O	**Headlamps: Single Halogen Complex Reflector w/** Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0	**0**
9010951	O	**Daytime Running Lights Located in Bumper.** Driven by Chassis Height.	301	**3**
9022137	S	**Marker Lights: Five, Rectangular, LED**	0	**0**
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0	**0**
9058071	O	**Switch, Wiring, and Indicator Light for Customer** Installed Floodlights. 1st Set. Pigtail Routed Through Pass Thru Grommet. 10ft Jumper Harness Shipped Loose.	109	**1**
9059921	O	**Floodlight Location: Located Low - First Set** . This Code To Be Used With Flush-Mount (9052011) or C/I (9058071) Codes Only.	0	**0**
9080131	O	**Dual Strobe Roof Lights: Low-Profile LED Beacon**	769	**7**

Sales Code	Std/ Opt	Description	$ List	Weight
		lights w/ overhead switch.		
9090027	O	**Headlamps to Turn on When Wipers are Active.**	0	**0**
9090052	O	**Brake Lights on when Engine Brake Active.** Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	**0**
9090151	O	**Wiring:Cust. Install Trlr Elec. Brake Controller.** Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	157	**4**
9090180	O	**Backup Alarm: Tail Light Bracket Mounted Variable** self-adjusting 82-102 DBA.	126	**0**
9090316	O	**Junction Box: End of Frame**	216	**1**
9090849	O	**Polyswitches Replacing Fuses. Switch Will** automatically reset after removal of excess load.	43	**0**
Air Equipment				
9101218	S	**Air Dryer: Bendix AD-HF Puraguard Heated**	0	**0**
9108001	S	**Moisture Ejection Valve W/ Pull Cable Drain.**	0	**0**
9110020	O	**Full Truck Kit** Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	923	**15**
9140020	S	**Nylon Air Tubing in Frame & Cab, Excluding Hoses** subject to excessive heat or flexing.	0	**0**
9140200	O	**Delete Trailer Hand Valve. Must Code for Tractor** kit.	-45	**0**
9140254	O	**Locate Air Dryer Inside RH Rail BOC.** This code requires the use of a custom frame layout code.	0	**0**
9140286	O	**Air Tanks: Clear of Left Side of Transmission** area. This code requires the use of a custom frame layout code.	0	**0**
9140328	O	**Trailer ABS Electric Supply Through SAE J560** 7-pin connector per TMC RP137).	0	**0**
9150170	O	**Air Tanks: Aluminum Replacing Steel All Tanks.** *Not air tanks on lift axles.	380	**-44**

Sales Code	Std/ Opt	Description	$ List	Weight
Extended Warranty				
9200008	S	**Base Warranty - PACCAR PX-9 Engine** 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	**0**
9200022	O	**Base Warranty - Standard Service Medium Duty** 12 months / Unlimited miles & km	0	**0**
9212625	O	**48 Month TruckTech+ Subscription for PACCAR PX** Engines	325	**0**
9220001	O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine	0	**0**
Miscellaneous				
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	**0**
9490003	O	**Additional Lead Time Required for Off Highway &** /or specialty component truck.	0	**0**
9490206	O	**Warning Triangle Reflector Kit: Shipped Loose.** Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	52	**4**
9490404	O	**One 5 lb. Dry Chemical Type Fire Extinguisher** mounted outboard of driver seat. Class ABC.	123	**11**
9490645	O	**Zinc Phosphate Frame Rail Paint Processing.** Requires frame rail code. Code is for 1 pair of rails.	308	**0**
9490647	O	**Zinc Phosphate Frame Insert Paint Processing.** Requires any 1st frame insert code. Code is for 1 pair of any frame inserts.	308	**0**
9491659	S	**VMUX Architecture**	0	**0**
Promotions				
Paint				
9700000	O	**Paint Color Number(s).** N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0	**0**
9943004	S	**Bumper Unpainted**	0	**0**
9943048	O	**Day Cab Bulk Paint**	0	**0**
9943050	S	**Day Cab Standard Paint**	0	**0**
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	**0**
9965510	S	**Base Coat/ Clear Coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	**0**
9999995	O	**Cancel/ Reorder Chassis.** ***Narr*** *Please CRO 365593 365594*	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$192,687
Marketing and Service Support Fee	$1,040
Prepaid Freight	$3,325
Total Surcharge/Options Not Subject To Discount	$325
Total Weight	16,237

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity

Ox Bodies | Crysteel | Duraclass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA
719 Columbus Street East
Fayette AL. 35555

Quote Response Form

12/15/2023 10:16:55 AM
Salesperson: Carmen Smothers
800-844-2519

End User: MONROE COUNTY

Route To: 14913
ALL ROADS KENWORTH LLC
2909 SOUTH ANDREWS AVE
FT LAUDERDALE FL 33316
USA

Ship To: 0
ALL ROADS KENWORTH LLC
2909 S ANDREWS AVE
FT LAUDERDALE, FL 33316

Quote	Revision	Ship Via
FAC7333	3	OX4 - DRIVE AWAY

Line	UM	Quantity	Item	Description
1	EA	1.00	2567056	MABSP87-1600-1619YD-74133-56/48/54-BLK-T

Yardage 16/19

BASE OPTIONS:
Body Style: STAMPEDE
Body ID: 87
Body Length: 16'
Hoist Model: 74133
Frame Style: STANDARD 2x8 RT
Front Style: STRAIGHT
Rear Style: STRAIGHT
Front Height: 56
Side Height Front: 48
Side Height Rear: 48
Rear Height: 54
Side Material: PLATE-1/4-AR450
Front Material: PLATE-1/4-AR450
Tailgate Material: SHEET-3/16-AR450
Floor Material: PLATE-1/4-AR450
Skirt Material: SHEET-7GA-A36
Cabshield Style: STANDARD
Cabshield Projection: 24
Cabshield Width: 87
Cabshield Oval Light Cutouts: YES
Tarp Style: MOUNTAIN
Tailgate Type: AIR HIGH LIFT
Tailgate Bracing Style: OUTER FRAME ONLY w/FORMED PANEL
Side Top Rail Style: 4x4x.250 DIAMOND
Side Light Cutouts: LOWER - FRONT
Metro Light Quantity: 2
Board Holder Height: 8
Shovel Holder At Front: YES

BASE NOTES:
SHOVEL HOLDER UNDER BODY ON DRIVERS SIDE AT TEH FRONT

CUSTOM OPTIONS:
Metal / Wood Boards: 8 INCH METAL BOARDS (UP TO 17FT)

PAINT OPTIONS:
Paint Color: BLACK

INSTALL OPTIONS:
Rear Hinge: REMOVABLE PIN
Hydraulic Cylinder: 74133 (STD)
Hydraulic Reservoir: NESTLED PYRAMID FLAT BOTTOM STD
Power Take Off: AUTOMATIC TRANSMISSION - INSTALL PTO
Hydraulic Pump: AIR SHIFTED G SERIES AUTOMATIC
In-Cab Controls: ELECTRIC SHIFT PTO/AIR SHIFT PUMP
Mud Flaps: 30 INCH OX MUD FLAPS
Gravel Guards: STEEL-STAM
Reversing Alarm: YES
Body Prop: ONE
Tailgate Closing Operation: TAILGATE KIT AIR
Hi-Lift Tailgate Kit: YES
Decals: STAMPEDE OX LOGOS
Cab Shield Lights: LTS KIT C/S 2 C/M 2 OVL STB AMB
Side Lights: LTS KIT SIDE LWR FRT C/M - SP&CH 14.5 TO 16FT
Rear Lights: LTS KIT REAR 1SET MET 1SET OVL STB AMB

CUSTOM FEATURE NOTES:
FULL LENGTH WALK RAILS - DRIVER SIDE ONLY BOTTOM RUNG STEP ON DRIVER'S SIDE

2	EA	1.00	2262589	TARP ELEC-MOUNTAIN-10-16FT-MSH-N/FL-INST
3	EA	1.00	1250117	HITCH 22IN 25TON W/GLADS 7-PIN INSTALL
4	EA	1.00	2028031	TOOL BOX 18 X 18 X 48 -PN 1702710-INST

PTO Maintenance:
Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.
Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.
**By signing below I acknowledge that I have reviewed the specs above
and confirmed they are correct. I understand that once my order is placed
and sent into production that I will not be able to make changes to the order.
I assume full ownership of the body once production begins.
Due to the current volatility of the metals market, effective February 23, 2021 quotes will be valid for 7 days.
X _____
TRUCK YEAR/MAKE/MODEL _____ CLEAR CT: _____
VIN_____ TRANS_____
ETA_____ DUMP BODY COLOR_____
Pto switch in dash is recommended for all automatic or automated transmissions.
**Tractor valve must be in cab for glads to be plumbed **
Verify ship to address on quote.

NOTES:

**CONSPICUITY TAPE BOTTOM OF SKIRT - FULL LENGTH AND BOTTOM OF TAILGATE
**FULL LENGTH WALK RAILS - DRIVER SIDE ONLY
**BOTTOM RUNG STEP ON DRIVER'S SIDE
**FIXED GLAD HANDS - HITCH HEIGHT 22" FROM GROUND TO RING REST
**7 WAY RV PLUG NEEDED ON PINTLE

Stoughton-Tania

From: Greenlee-Daryl
Sent: Monday, January 29, 2024 11:53 AM
To: Stoughton-Tania
Cc: Lowe-Ed; Moriarity-Keith; Uptegrove-William
Subject: RE: FSA23VEH21 Item 62 Kenworth T480 Dump Trucks

Tania,

My apologies. I completely left off the department and Funding source. This is for February's Agenda Item.

This is for two (2) T480 Dump Trucks for

- Upper Keys Roads & Bridges
- Cost Center 22500 - SC_00100 Vehicles
- $212,268.00 each

As per the approved replacement budget for FY24

Replacing:

- R&B5173 a 2006 MACK DUMP TRUCK, VIN Number 1M2AL02C66M003629
- R&B5174 a 2006 MACK DUMP TRUCK, VIN Number 1M2AL02C26M003630

Both dump truck beds are rusted and rotten through.

From: Stoughton-Tania <Stoughton-Tania@MonroeCounty-FL.Gov>
Sent: Monday, January 29, 2024 11:29 AM
To: Greenlee-Daryl <Greenlee-Daryl@MonroeCounty-FL.Gov>
Cc: Lowe-Ed <Lowe-Ed@monroecounty-fl.gov>; Moriarity-Keith <Moriarity-Keith@MonroeCounty-FL.Gov>; Uptegrove-William <Uptegrove-William@MonroeCounty-FL.Gov>
Subject: RE: FSA23VEH21 Item 62 Kenworth T480 Dump Trucks

Hi Daryl:

I have a couple of questions:

1. Funding?... cost center?...department?
2. You want me to get approval from the board to purchase 2 of them?
3. Is the total price $212,268.00 each?

Thank you! ☺

Tania S.
Fleet Mgmt.
Ofice - 305-295-3176
Cell – 305-395-0985

From: Greenlee-Daryl <Greenlee-Daryl@MonroeCounty-FL.Gov>
Sent: Monday, January 29, 2024 11:16 AM
To: Stoughton-Tania <Stoughton-Tania@MonroeCounty-FL.Gov>
Cc: Lowe-Ed <Lowe-Ed@monroecounty-fl.gov>; Moriarity-Keith <Moriarity-Keith@MonroeCounty-Fl.gov>; Uptegrove-William <Uptegrove-William@MonroeCounty-Fl.gov>
Subject: FSA23VEH21 Item 62 Kenworth T480 Dump Trucks

Tania,

Please find attached complete Florida Sheriff's Association Contract #FSA23VEH21.0 Item 62 T880/T480 Dump truck quotation and supporting documentation for February's agenda.

Can we double this quote for 2 units or does a quote for two trucks have to be created?

Please review and let me know how I can help or if you have any changes to make.

These are quoted with the 16' Ox Stampede Dump Bodies like Sarasota runs on their trucks.

(They will be similar to the picture below (but nicer) this is just a picture off of the Internet)



ALL ROADS TRUCKS
SERVICE AT EVERY TURN

Michael Crawford
General Sales Manager
All Roads Trucks - Ft. Lauderdale

mcrawford@allroadstrucks.com
(954) 523-5484 (352) 427-5462
AllRoadsTrucks.com

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C12
2023-2076

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:

STAFF CONTACT: Daryl Greenlee

AGENDA ITEM WORDING: Approval to purchase one (1) 2024 Kenworth T880 tractor for the Roads Dept. and authorization for Fleet Director to execute any and all necessary documentation to facilitate the purchase and delivery of the vehicle. Replaces RB5129 - 2006 Mack CHN612 Tractor.

ITEM BACKGROUND:
Supplier: All Roads Kenworth has submitted a quote (attached) in the amount of $212,597. This purchase is being made through the Sourcewell- formerly NJPA - Contract # 060920-KTC

PREVIOUS RELEVANT BOCC ACTION:
Unit being replaced was included in the FY24 Vehicle/Equipment Replacement List.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval from the Board

DOCUMENTATION:

Monroe County Sourcewell Complete Quote T880 Tractor 6 8 23.pdf
Kenworth Truck Sourcewell Contract v.2 060920.pdf
ITEM_62_T880_52K_Truck_Base_Specs_All_Roads_Kenworth.pdf
060920-KTC - Sourcewell Pricing Information.pdf
email_-_from_DG.pdf

FINANCIAL IMPACT:
Roads Department - Cost Center 22500 - SC_00100 Vehicles - $212,597

June 08, 2023

ALL ROADS TRUCKS
SERVICE AT EVERY TURN
KENWORTH

2909 South Andrews Avenue
Fort Lauderdale, FL 33316
Main Office (954) 523-5484

Mike Crawford
352-427-5462 Cell

Monroe County
Fleet Management
1100 Simonton St Suite 2-216
Key West, FL 33040
Phone 305-295-3176
Prepared for:Daryl Greenlee
Fleet Director

Sourcewell Formerly NJPA Awarded Contract

Contract 060920-KTC

Sourcewell Contract 060920-KTC
Kenworth Trucks
T880 Truck/Tractor
CHASSIS ONLY PURCHASE

Model	Description	List Price	Sourcewell Price
T880	2024 Kenworth T880 Tractor Specs & Pricing Based on Quote Number:QUO-924604-R2R5X8 Chassis List Price = $ 299,247.00 X .655 = Sourcewell Price $196,007.00	$ 299,247.00	$ 196,007.00
	Sourcewell Program Options Priced Per Contract		Sourcewell Price
Lowboy Upfit	Headache Rack, Wet Kit for Lowboy, Lightbar FPT Quote $10,500 + 5% =		$ 11,025.00
Delivery Etc	Freight, Delivery, Fuel, Storage/Flooring, Detail Etc.		$ 5,565.00
NOTE:	*Truck is Built and in Stock would Need PO ASAP*		
Reference Attached:	*Kenworth T880 Specifications Quote #: QUO-924604-R2R5X8*		
	Total Sourcewell Price Per Truck delivered to Monroe County		$ 212,597.00

Sourcewell Formerly NJPA Awarded Contract

Sourcewell Discount Matrix for Kenworth Trucks Contract 060920-KTC: August 2022 Update

STEP 1. Any U.S. or Canadian authorized Kenworth Dealer generates a cab and chassis specification using the Kenworth PremierSpec system that meets the agency need. A chassis summary report is generated and at the end of the specifications a Total List Price is shown.

STEP 2. Agency chassis price will be determined by the Total List Price multiplied by the discount factor based on the model, plus any surcharge based on total list price compared to the minimums listed. This price includes cab and chassis only delivered to the first location after assembly.

STEP 3. Agency price for all truck bodies, additional equipment or services, fuel, DOT or State inspections, extended warranties, etc. is no more than Kenworth dealer sales department cost plus 5%.

STEP 4. Agency total price is STEP 2 plus STEP 3 plus all required federal, state and local taxes, fees, tag, title, permits, etc.

Example:

1. Kenworth Dealer using PremierSpec generates specifications for a T880 model daycab with a Total List Price of $236,258. Agency discount factor for that model is .655 per matrix below. An additional upcharge depends on the list amount per the matrix. The sale price would be $156,748.99 ($236,258 x .655 + $2,000 min list upcharge), not including any body or other items. The cab and chassis is subject to a $2,000 upcharge since the list price is lower then the minimums listed for the model.

2. Dealer also quotes a locally installed dump body, storage/flooring, local transport & delivery, DOT Inspection, local cleaning and 10 gal of fuel for $25,117.00 (Dealer cost plus no more than 5% markup)

3. Total Agency price for chassis plus body and other goods and services is $179,865.99 ($154,748.99 plus $25,117.00) plus any applicable taxes, state fees, tag, title, etc. Final delivery and payment terms to be mutually agreed upon by the Kenworth dealer and purchasing agency.

Kenworth Model	Agency % Discount off Total List Price	Equivalent Discount Factor	$500.00 upcharge if less than Minimum List Price:	$1000.00 upcharge if less than Minimum List Price:
T180	14.9%	0.851	$97,450	$95,350
T280	16.6%	0.834	$111,000	$108,750
T380 Automatic Transmission	19.2%	0.808	$121,950	$115,550
T380 Manual / Automanual Trans.	19.2%	0.808	$121,950	$115,550
T480 4x2	22.7%	0.773	$149,000	$141,850
T480 6x4	22.7%	0.773	$149,000	$141,850
K270 or K370 Cabover	9.6%	0.904	$96,450	$95,100
K270 / K370 w/Clear Rail Package	12.4%	0.876	$117,300	$114,950
T170 -Dealer Stock Only	20.6%	0.794	Does Not Apply	$95,600
T270 -Dealer Stock Only	22.8%	0.772	Does Not Apply	$103,000
T370 4x2 Auto -Dealer Stock Only	26.1%	0.739	Does Not Apply	$115,400
T370 4x2 Man -Dealer Stock Only	25.0%	0.750	Does Not Apply	$113,200
T370 6x4 Auto -Dealer Stock Only	28.5%	0.715	Does Not Apply	$141,700
T370 6x4 Man -Dealer Stock Only	25.4%	0.746	Does Not Apply	$125,800
T370 HFA -Dealer Stock Only	26.6%	0.734	Does Not Apply	$147,000
T270 4x4 -Dealer Stock Only	32.5%	0.675	Does Not Apply	$154,300
T370 4x4 -Dealer Stock Only	31.8%	0.682	Does Not Apply	$158,500
T370 6x6 -Dealer Stock Only	29.2%	0.708	Does Not Apply	$158,800
Kenworth Heavy Duty Models	**Agency % Discount off Total List Price**	**Equivalent Discount Factor**	**$1000.00 upcharge if less than Minimum List Price:**	**$2000.00 upcharge if less than Minimum List Price:**
T680 Daycab - Next Gen	34.3%	0.657	$229,000	$222,000
T680 Sleeper - Next Gen	36.6%	0.634	$260,500	$255,000
T880 Daycab	34.5%	0.655	$264,000	$258,000
T680 Daycab PX-9 Next Gen	30.1%	0.699	$205,500	$198,000
T880 Sleeper	35.2%	0.648	$258,000	$253,000
W990 Daycab	36.0%	0.640	$257,000	$251,000
W990 Sleeper	38.2%	0.618	$280,000	$273,000
T800 Daycab	34.3%	0.657	$272,500	$266,000
T800 Sleeper	34.8%	0.652	$307,000	$300,000
W900 Daycab	32.9%	0.671	$266,000	$259,000
W900 Sleeper	35.8%	0.642	$290,000	$283,000
T880 Tridem	36.2%	0.638	$302,000	$295,000
W990 Tridem	39.8%	0.602	$320,000	$312,000
T800 Tridem	37.8%	0.622	$312,000	$307,000
W900 Tridem	37.6%	0.624	$353,000	$346,000
T880 Daycab w/ PX9 Engine	33.8%	0.662	$238,000	$233,500
W900 Daycab w/ PX9 Engine	32.5%	0.675	$239,000	$234,000
T440 4x2 -Dealer Stock Only	33.0%	0.670	$153,500	$144,000
T470 4x2 -Dealer Stock Only	33.0%	0.670	$164,000	$159,000
T440 6x4 -Dlr Stock/Backlog only	27.2%	0.728	$187,500	$182,500
T470 6x4 -Dlr Stock/Backlog only	27.7%	0.723	$186,500	$181,000
T880 Daycab with Front Drive Axle	35.1%	0.649	$353,000	$346,000
C500	28.3%	0.717	$353,000	$346,000
Kenworth Electric and Natural Gas Models	**Agency % Discount off Total List Price**	**Equivalent Discount Factor**	**$1000.00 upcharge if less than Minimum List Price:**	**$2000.00 upcharge if less than Minimum List Price:**
K270E/K370E Full Electric: 100 mi. Range	34.0%	0.660	Does Not Apply	Does Not Apply
K270E/K370E Full Electric: 150 mi. Range	34.4%	0.656	Does Not Apply	Does Not Apply
K270E/K370E Full Electric: 200 mi. Range	37.2%	0.628	Does Not Apply	Does Not Apply
T680E Full Electric Daycab	44.6%	0.554	Does Not Apply	Does Not Apply
T680 Daycab ISX12N - Next Gen	35.1%	0.649	$283,500	$278,000
T680 Sleeper ISX12N - Next Gen	37.3%	0.627	$289,000	$284,000
T880 Daycab ISX12N	35.1%	0.649	$299,000	$294,000
T880 Sleeper ISX12N	40.7%	0.593	$329,000	$324,000
T880 Daycab L9N	35.0%	0.650	$264,000	$259,000

ALL ROADS KENWORTH LLC

2909 SOUTH ANDREWS AVE
FT LAUDERDALE, Florida 33316

Mike Crawford
Cell Phone:
Office Phone:
Email: mcrawford@allroadstrucks.com

Vehicle Summary

Unit

Model:	T880 Series Conventional
Type:	TRACTOR
Description 1:	T880 TRACTOR
Description 2:	

Application

Intended Serv.:	Heavy equipment transport. Vehicles us
Commodity:	Heavy machinery.

Body

Type:	
Length (ft):	0
Height (ft):	0
Max Laden Weight (lbs):	0

Trailer

No. of Trailer Axles:	2
Type:	Lowboy
Length (ft):	52
Height (ft):	13
Kingpin Inset (in):	36
Corner Radius (in):	6

Restrictions

Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	14600
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	80000
Road Conditions:	
Class A (Highway)	9
Class B (Hwy/Mtn)	90
Class C (Off-Hwy)	1
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	200
Overhang (in):	60
Fr Axle to BOC (in):	74
Cab to Axle (in):	126
Cab to EOF (in):	186
Overall Comb. Length (in):	836.5

Special Req.

U.S. Domestic registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Model				
0000810	S	**T880 Series Conventional**	226,181	**15,549**
0070060	S	**T880**	0	**0**
0072000	O	**Chassis operation will not incl. stationary** application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	**0**
0080055	O	**CARB Idle Emissions Reduction - Cummins**	106	**0**
0090000	S	**Non-Sleeper w/rear axle capacity less than 59K.**	0	**0**
0098423	O	**State of Registry: Minnesota**	0	**0**
Engine & Equipment				
0130331	O	**X15 565V 565@2000 1850@1000** 2021 with Intebrake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 75....Maximum Accelerator Pedal Ve N09440 C234 NO....Engine Protection Shutdown (N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 75....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume (N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 120...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	11,226	**465**
1000046	O	**EPA Emissions Warranty Engine**	0	**0**
1000151	S	**PremierSpec**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1000243	O	**Gearing Analysis: Performance** power before economy results.	0	**0**
1000275	O	**Customer's Typical Operating Spd: 75 MPH**	0	**0**
1000683		**Effective VSL Setting 65.0 MPH or Greater (USA)**	0	**0**
1000858	O	**Engine Idle Shutdown Timer Disabled**	0	**0**
1000859	O	**Enable EIST Ambient Temp Overrule**	0	**0**
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	**0**
1002080	O	**Air compressor: Cummins 18.7 CFM, Naturally** Aspirated for Cummins X15 engines	196	**0**
1051200	S	**Air Cleaner: composite firewall mounted PACCAR or** Cummins engines	0	**0**
1099080	O	**Pre-cleaner mounted in the hood plenum**	311	**0**
1105220	O	**Fan Hub: Horton 2-Speed for X15**	8	**0**
1123555	S	**Cooling module: 1330 square inches.** Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	**0**
1160208	O	**Radiator bug screen mounted between hood &** grille.	130	**2**
1247234	S	**EXH: 2021 RH Under DPF/SCR with RH SOC Vertical** tailpipe. Not 2.1m high roof sleepers	0	**0**
1290336	O	**Tailpipe: 7 in. single 36 in. 45 degree curved.**	231	**4**
1291944	O	**Single Lower Chrome Exhaust Elbow**	235	**0**
1321125	O	**Fuel Filter:Davco 382** Fuel/Water Separator	454	**8**
1321204	O	**Run Aid: Cummins TRV + Coolant Heat for Davco** *For Fuel Filter, X15 and 2.1M only	471	**0**
1321325	O	**Start Aid:12V AND 120V Heat** *For Fuel Filter	149	**2**
1500029	O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	215	**6**
1504005	O	**Immersion block heater 120V 1500W w/plug under** door on C500, T660, T800 & W900.	150	**2**
1504040	O	**Harness plug for block heater coiled under cab.** DEL PLUG UNDER DOOR C5, T6, T8 & W9	0	**0**
1506055	O	**Engine oil pan heater, 120V / 300W** Includes plug. For use with EPA 2007+ engines.	188	**2**

Sales Code	Std/ Opt	Description	$ List	Weight
1812162	O	**Alternator: 160 amp brushless** with battery voltage sense. *This code replaced 1812160.	343	**9**
1821215	O	**Batteries: 4 PACCAR GP31 threaded post (700-730)** 2800-2920 CCA dual purpose.	223	**57**
1836103	O	**PACCAR Premium 12V Starter W/ Cummins X15 Engines** PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system with circuit protection circuits number & color coded.	123	**0**
1840005	O	**Battery disconnect switches 2, mounted on** battery box.	190	**2**
1840065	S	**12V low voltage disconnect for starter battery** protection.	0	**0**
1901017	S	**Remote PTO/Throttle, 12-Pin, Engine Bay** Remote Control Provision	0	**0**
Transmission & Clutch				
2016158	O	**Transmission: Allison 4500RDS 6-speed** w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	25,360	**478**
2406453	O	**Driveline: 2 Dana SPL250XL 1 centerbearing** Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	1,178	**83**
2410018	O	**Torque converter included w/Allison** Transmission.	0	**0**
2410151	O	**Pushbutton control center console mounted.** Class 8 with Allison Transmission.	0	**0**
2410204	O	**Allison Fuel Sense: Delete**	0	**0**
2410244	O	**J1939 Park Brake Auto Neutral**	0	**0**
2410310	O	**Allison Neutral at Stop**	0	**0**
2429358	O	**Rear transmission support springs for** transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	92	**0**
2429378	O	**Customer installed transmission PTO in the LH** Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	**0**
Front Axle & Equipment				
2503471	O	**Dana Spicer D-1461l Front Axle rated 14.6K** 3-1/2in. drop, use with air disc brake only.	-1,564	**23**
2607011	O	**Front Brakes: 14.6K Bendix RSD ADB22X Disc brake.**	-342	**0**
2690025	O	**Splined rotor for front air disc brakes for use** with iron hubs.	-194	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2702500	O	**Front Hub: iron hub pilot 14,600 lbs.** 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	-529	**48**
2741970	S	**ConMet PreSet Plus Hub package; front axle.**	0	**0**
2750001	S	**Hubcap: front vented.**	0	**0**
2769000	S	**Slack Adjusters included w/ front axle or brake.** Also use w/ disc brakes.	0	**0**
2864019	O	**Front Springs: Taperleaf 14.6K w/shock absorbers** 2-leaf. With maintenance-free elastomer spring pin bushings. Standard with rubber pins. Not available on W900L or W900S.	-445	**-101**
2895101	O	**Single power steering gear: 16K Sheppard SD110.**	-733	**-64**
2899336	S	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	0	**0**
2900615	O	**Threaded bushings for taperleaf springs** 12K - 14.6K replacing rubber: T6/T8, W900B, W990. W9L gets as standard: code not required. Not available with W9S. 13K - 14.6K for T370.	90	**0**
Rear Axle & Equipment				
3142161	O	**Dual Meritor RT46-160P rear axle rated at 46K.** Tandem rear axles. With pump	1,564	**30**
3200410	O	**Rear Axle Ratio - 4.10.**	0	**0**
3306014	O	**Dual Rear Brakes Bendix RSD-Compliant ADB22X** Disc brake for tandem axle, Max GAWR 46k.	-34	**40**
3392605	O	**Splined rotor for dual rear air disc brakes for** use with iron hubs.	3,824	**-208**
3403460	O	**Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.**	25	**104**
3441972	S	**ConMet PreSet Plus Hub package; dual rear axle.**	0	**0**
3465900	O	**Rear slack adjusters included w/ axle or air** disc brakes.	0	**0**
3485013	O	**Spring Brakes Piston Type for Bendix Air Disc** Brakes, Dual. Piston type brake chambers are recommended for any full truck vehicle with Bendix rear disc brakes parking on grades exceeding 10%	1,446	**140**
3495225	O	**FMVSS-136 Stability Control Schedule Review** Chassis meets FMVSS-136 requirements and must be equipped with Electronic Stability Control. Reference Option code placed on order.	0	**0**
3495231	O	**Bendix 6S/6M anti-lock brake system w/ air** traction control (ATC) and electronic stability program (ESP) for tractor.	-48	**15**
3500057	O	**Interaxle Driveline: 1 Dana SPL170XL** Tandem Rear Axles Only	-130	**-2**
3511420	O	**Driver Controlled Differential Lock (Crosslock)** for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	2,675	**39**

Sales Code	Std/ Opt	Description	$ List	Weight
3573111	O	**Separate switch for dual axles:** differential lock or crosslock.	11	**0**
3740130	S	**Rear suspension: Tandem Kenworth Airglide 460 46K** 54 in. axle spacing. 10.5 in. ride height. Includes air suspension dump valve.	0	**0**
3830152	S	**Air Springs: Heavy-duty for Airglide 460.** Replaces standard duty air springs.	0	**0**
3830510	O	**Dual leveling valves for tandem air suspension.**	219	**2**
3836500	O	**Heavy-duty gussets for forward suspension** crossmember on Airglide 400/460, Chalmers, or Hendrickson beam suspensions. This replaces the standard gussets.	101	**12**
3839002	O	**Air suspension over-inflation valve w/warning** light to temporarily raise the frame.	299	**0**
Tires & Wheels				
4070009	O	**Front Tires: Bridgestone R249 315/80R 22.5 20PR**	-384	**26**
4277444	O	**Rear tires: Bridgestone M726ELA 11R22.5 14PR**	1,804	**152**
4900008	O	**Rear Tire Quantity: 8**	0	**0**
5045268	O	**Front Wheel: Alcoa 89U63 22.5X9 AL** Ultra One High Polish Wheel.	-286	**-39**
5245263	O	**Rear Wheel: Alcoa 88565 22.5x8.25 aluminum,** with Lvl One [TM] High Polish finish, hub-pilot mount. 8000lb. maximum rating. Severe service. Air disc brake compatible. Code is priced per pair of wheels.	1,976	**-144**
5854010	O	**Single Front Axle: 2 Polished wheels. Mirror** polished outboard surface of aluminum wheels.	168	**0**
5854012	O	**Dual Rear Axle: 4 Mirror Polish wheels.** outboard surface of outer dual or single aluminum wheels.	419	**0**
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	**0**
Frame & Equipment				
6056400	O	**Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in.** to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	375	**282**
6302461	O	**Bumper: Tapered chrome steel channel. Requires a** bumper setting code.	597	**63**
6319485	S	**48.5 in. Bumper setting. Requires a bumper code.**	0	**0**
6324025	O	**Front tow hook: Center mounted, cast.** Requires iron front drive brackets.	258	**28**

Sales Code	Std/ Opt	Description	$ List	Weight
6390001	O	**Steel shackle links.**	10	**8**
6390103	O	**Front mudflaps.**	0	**0**
6390312	O	**Brackets: Iron front spring drive. Included with** front spring capacity of 16,000 lbs or greater; code not required.	131	**47**
6391201	O	**Custom Frame Layout: one chassis** **CFL A/T:** Clear transmission	1,380	**0**
6400641	O	**Battery box cantilever aluminum BOC with polished** smooth aluminum cover.	697	**10**
6409902	O	**Battery box location: RH Side.**	116	**15**
6410010	O	**Frame access grabhandle(s) LH mounted. Placement** and quantity of grabhandles may vary due to FMCSR frame access requirements.	60	**0**
6410092	O	**Frame access grabhandle horizontal mounted at** midpoint of sleeper or Daycab.	69	**2**
6414006	O	**Full coverage deck plate. Up to and incl 72 in.** of aluminum frame access deck plate filling the space from hoses to fifth wheel.	460	**24**
6451094	O	**T470, C5, T6, T8 polished DPF/SCR or CNG cover** with step. For use w/ 2010 or later exhaust systems. For T8, use extended length polished battery box on opposite rail to match the length of under cab components.	451	**0**
6490440	O	**Heavy-duty BOC crossmember assembly.**	195	**23**
6593093	O	**Fifth Wheel: Air, Jost JSK37USB-A7PX36 36.0 in.** slide, 6.75 in. height. Outboard mounting angles, 50K vertical rating, retractable LH handle. Air slide control valve standard in dash. Accommodates a 2 in. SAE kingpin. Requires some style of trailer connections.	2,949	**593**
6679914	O	**Any changes to rear cab/sleeper area must comply** w/FMCSR 399.	0	**0**
6679915	O	**Customer-installed bulkhead and/or headache** rack.	0	**0**
6680000		**FifthWheelRearFixedSetting** FW rear/fixed setting behind ahd 0 in	0	**0**
6721162	O	**Rear mudflap arms: Fleet Engineers, FB27 shortie** 033-00864. 45 degree angle, painted black RoadKote.	67	**6**
6722000	S	**Rear mudflap shields: White plastic antisail w/** Kenworth logo.	0	**0**
6734005	O	**Quarter Fenders: Stainless Steel w/ Painted Steel** brackets, single post mounted.	370	**55**
6744123	O	**Short Tractor Taper bent & welded w/o cross** member. Non-towing end-of-frame configuration.	35	**-2**
Fuel Tanks & Equip				
7010120	O	**Fuel Tank: 120 US gallon 22in. aluminum under**	323	**19**

Sales Code	Std/ Opt	Description	$ List	Weight
		replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.		
7722154	O	**Medium round DEF tank, 23.8 gallons.** The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	246	**15**
7812238	O	**One additional standard tank support for 1 fuel** tank. This is not a heavy-duty 7 in. wide support.	175	**17**
7813002	O	**Additional tank support location. LH under.**	0	**0**
7839400	O	**Extended steps on fuel tank LH under for access;** 2 steps, 1 tank.	62	**2**
7840015	O	**Polish only one aluminum tank.**	477	**0**
7840038	O	**Polished cover for 1 DEF tank any size.**	355	**3**
7880009	O	**Mechanical anti-roll channel for one tank.**	76	**6**
7889003	O	**Fuel fill rear tank(s) under.**	0	**0**
7889061	O	**Polished stainless steel tank straps for 1 tank.**	87	**0**
7889203	S	**DEF to fuel fill ratio 2:1 or greater.**	0	**0**
7889245	S	**Anti-siphon device in fuel tank filler neck.** For any number of fuel tanks.	0	**0**
7889604	S	**DEF tank location is LH.**	0	**0**
7920120	O	**Location: 120 gal fuel tank LH under cab**	0	**0**
Cab & Equipment				
8025301	S	**Cab: Stamped aluminum cab with panoramic curved** glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	**0**
8090604	O	**Hood: T880 Standard Length With Mechanically** Fastened Fenders. 122.6 inch BBC.	372	**15**
8098212	O	**Bright Engine Air Intake** Chrome Trimmed Engine Air Intake on Both Sides of Hood	109	**0**
8108002	O	**Fine particulate filter for cabin air HVAC** system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	46	**0**
8108011	S	**Cab HVAC - Day Cab and 40in Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.		
8201043	O	**Kenworth Smartwheel: 18 in. Leather Wrapped With** Integrated Radio and Cruise Controls.	94	**2**
8201051	O	**Column Mtd Retarder Control, RH Side** Use with Manual & Allison Transmissions Only.	0	**0**
8201200	S	**Adjustable telescoping tilt steering column.**	0	**0**
8203060	O	**5 sets of keys. Replaces standard 2 sets of keys.**	37	**0**
8205012	O	**Off-highway dash switch: For ABS system. Includes** indicator light.	56	**0**
8205177	O	**Dash Switch: 1st Allison-mntd PTO.** Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	219	**0**
8208496	O	**Three spare switches: Wired to power.**	133	**0**
8209999	O	**Spare Power Wiring For Customer Installed Devices** Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	93	**2**
8221100	O	**Gauge: 2 air suspension pressure gauges. For use** w/air suspension w/dual leveling valves.	295	**0**
8221160	O	**Gauge: Engine Oil Temperature Gauge With Integral** warning light. The NavPlus HD unit includes a virtual engine oil temperature gauge.	40	**0**
8222402	O	**Gauge: DD Virtual Gauge - Trailer** Reservoir	88	**0**
8222403	O	**Gauge: DD Virtual Gauge - Trailer Brake** Application	67	**0**
8222404	S	**Gauge: DD Virtual Gauge - Oil Temp Engine**	0	**0**
8222409	S	**Gauge: DD Virtual Gauge - Air Filter** Restriction	0	**0**
8222413	S	**Gauge: DD Virtual Gauge - Manifold** Pressure Boost	0	**0**
8222414	S	**Gauge: DD Virtual Gauge - Engine Percent** Torque	0	**0**
8282027	S	**Main Instrument Package: 15" Digital Display.** Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	**0**
8282110	O	**Modular Dash Options: LH Dash storage unit with** two shelves. Reduces total gauge count by 6.	46	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
8282120	O	**USB Charging Port - Dash Panel** *Requires 15" Digital Display 8282027/8282028	30	**0**
8300008	S	**Interior color: Slate Gray**	0	**0**
8330102	S	**Interior package: Vantage daycab** Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0	**0**
8390634	S	**Rubber floormat**	0	**0**
8410272	O	**Driver Seat: GT702 HB with DuraCloth material.** The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	331	**10**
8480102	O	**Rider Seat: GT100 Toolbox HB with DuraCloth** Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	195	**0**
8490187	O	**Seat Color: Gray**	0	**0**
8496561	O	**Driver/Rider seat belts: Lime Green seat belts** Replace standard color.	23	**0**
8601432	O	**Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth**	37	**0**
8601880	O	**CB Radio: Cobra 29. Includes weatherband w/header** mounted quick release. Includes transceiver & separate speaker remote-mounted in headliner & dual CB antennas. Includes sound tracker & illuminated panel.	581	**11**
8698982	O	**Mid Level Audio System - Daycab: High Performance** Door and B-Pillar Speakers.	49	**4**
8699017	O	**Telescoping Antenna: Mounted Behind LH Door.** Replaces Top-of-Cab Antenna.	81	**0**
8700196	O	**Turn Signal: Self-Cancelling**	61	**0**
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	0	**0**
8700406	O	**Stainless steel permit panel on cab, driver side** only	109	**0**
8700663	S	**Kenworth TruckTech+** The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.		
8702224	O	**Enable Inclement Driving Condition Interlock** (IDCI). Wiper level 4 is the default for this system.	0	**0**
8800260	O	**Long grabhandle RH side mounted to side-of-cab** exhaust.	67	**2**
8800372	O	**Grabhandle: LH, Exterior, Side of Cab - Ergonomic** Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	148	**3**
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	0	**0**
8832113	S	**Kenworth Daylite Door with standard LH/RH** electric door locks and LH/RH electric window controls.	0	**0**
8841618	O	**Dual rectangular air horn 23 in. LH & RH top of** roof. Includes air horn covers.	248	**4**
8850144	O	**Delete Pass. Door Look-Down Mirror**	0	**-2**
8850812	O	**Mirror: LH Hood Mounted, Round Convex, Chrome**	146	**4**
8850813	O	**Mirror: RH Hood Mounted, Round Convex, Chrome**	151	**4**
8865003	O	**Aero Mirror: Dual Kenworth Chrome Aero. Motorized** Heated Mirrors, 7in X 13in With Chrome Mirror Shell and Black Mirror Arms. Also Includes LH/RH Heated 6in X 7in Convex Mirrors. Mirror Brackets Set For 8-1/2 ft Load Width. Mirror Controls Located On Driver Side Door Pad.	354	**0**
8871446	S	**Rear cab stationary window 19in x 36in**	0	**0**
8879917	O	**Two additional outboard windows 19in x 12in**	447	**10**
8890038	O	**3.5in x 11.5in Plastic Records Holder:Mounted On** Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	64	**0**
8890101	S	**One-piece bonded-in windshield with curved glass.** Standard.	0	**0**
8890135	S	**Exterior stainless steel sunvisor.**	919	**19**
8890300	O	**Fender close-out: Below headlamp, behind** bumper. *NOT available with 3-piece bumper.	214	**0**
8890349	S	**Wheelwell Fender Extension: 2.5 Inches**	0	**0**
8890876	S	**Kenworth Cab/Sleeper Air Suspension.**	0	**0**
8891013	O	**Extreme Temperature Insulation: Daycab** Additional cab side wall insulation with improved material properties over standard insulation package.	159	**0**
Lights & Instruments				
9010553	S	**Headlamps: SAE Dual Halogen Complex Reflector**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9022137	S	**Marker Lights: Five, rectangular, LED**	0	**0**
9030016	S	**Turn Signal Lights: Flush mounted LED. Mounted at** top of fender wheel arc.	0	**0**
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0	**0**
9056140	O	**Dual Pedestal Floodlights: First Set**	271	**2**
9058072	O	**Switch, Wiring, and Indicator Light for Customer** Installed Floodlights. 2nd Set. Pigtail Routed Through Pass Thru Grommet. 10ft Jumper Harness Shipped Loose.	112	**1**
9059901	O	**Floodlight Location: Located High - First Set.** This Code To Be Used With Flush-Mount (9052011) or C/I (9058071) Codes Only.	0	**0**
9059923	O	**Floodlight Location: Located Low - Second Set** . This Code To Be Used With Flush-Mount (9052012) or C/I (9058072) Codes Only.	0	**0**
9080141	O	**Dual Low-Profile LED Amber Strobe Beacon centered** over door.	1,036	**7**
9090000	O	**Daytime Running Lamps.**	180	**0**
9090011	O	**Add. 4-Way Receptacle To BOC: Wired To Three Dash** Switches. Spare Switch 1 Is Wired To Pin TM, Spare Switch 2 Is Wired To Pin S and Spare Switch 3 Is Wired To Pin A.	287	**2**
9090027	O	**Headlamps to turn on when wipers are active.**	0	**0**
9090039	S	**Marker Lights: Interrupter Switch.** Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	**0**
9090052	O	**Brake Lights on when Engine Brake Active.** Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	**0**
9090147	O	**Electric Backup Alarm: 87-112 dBA self-adjusting** such that volume is maintained at 5dB above ambient up to rated maximum	183	**4**
9090849	O	**Polyswitches replacing fuses. Switch will** automatically reset after removal of excess load.	49	**0**
Air Equipment				
9101219	O	**Air Dryer: Bendix AD-HF Extended Purge Heated** With Puraguard	147	**0**
9102040	O	**Moisture ejection valve: Two Bendix DV-2 heated** drain valves on service tanks. Use w/ AD-IS or AD-HF.	291	**0**
9110083	O	**Tractor kit: Slide bar, spring hanger & composite** gladhand/light plug holder mounted on back of cab/sleeper. Air and light line connections located on inboard style LH frame mounted bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve and tractor protection valve are standard. Air lines are detachable	1,369	**-5**

Sales Code	Std/ Opt	Description	$ List	Weight
		at one end only, light lines are detachable at both ends. Conspicuity components are standard.		
9120015	O	**Air and light line length 15 feet**	0	**0**
9127026	O	**Trailer battery charging circuit w/ 125 amp fuse** w/ detach trailer charge line.	230	**8**
9140020	S	**Nylon air tubing in frame & cab, excluding hoses** subject to excessive heat or flexing.	0	**0**
9140196	O	**Double spring replacing single spring hanger.** *Must code for Trac Kit w/Slide Bar.	40	**2**
9140200	O	**Delete trailer hand valve. Must code for tractor** kit.	-78	**0**
9140286	O	**Air tanks: clear of left side of transmission** area. This code requires the use of a custom frame layout code.	0	**0**
9140328	O	**Trailer ABS electric supply through SAE J560** 7-pin connector per TMC RP137).	0	**0**
9140361	O	**Phillips 15' Straight Air/Light Lines** Spiral Wrap 30-21712KW Req. Trct Kit	284	**3**
Extended Warranty				
9200021	S	**Base Warranty - Standard Service Heavy Duty** 12 months / 100,000 miles / 160,000 km.	0	**0**
9212617	O	**60 Month TruckTech+ Subscription for Cummins** Engines	475	**0**
9220001	O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0	**0**
Miscellaneous				
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	**0**
9490206	O	**Warning triangle reflector kit: Shipped loose.** Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	56	**4**
9490404	O	**One 5 lb. dry chemical type fire extinguisher** mounted outboard of driver seat. Class ABC.	151	**11**
9491659	S	**VMUX Architecture**	0	**0**
Promotions				
Paint				
9700000	O	**Paint color number(s).** N9702 A - N9720 FRAME N0001 BLACK	0	**0**
9943004	O	**Bumper Unpainted**	0	**0**
9943052	O	**Day Cab Pearl Metallic Paint**	817	**0**
9944820	S	**1 - Color Paint - Day Cab**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Color will be White if no other color is specified.		
9965510	S	**Base coat/clear coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	**0**
9999995	O	**Cancel/reorder chassis.** ***Narr*** *Please CRO 279437*	0	**0**

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$299,247
Marketing and Service Support Fee	$1,040
Prepaid Freight	$3,325
Total Surcharge/Options Not Subject To Discount	$475
Total Weight	18,085

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Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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QUOTE ONLY- LB UPFIT	EMAIL	NET 30 DAYS	SCOTT	FPT SALES TEAM

ORD	B/O	SHIP	PART NUMBER	DESCRIPTION	NET PRICE	AMOUNT
1		1	LOW BOY UPFIT ALLISON 4500RDS	COMPLETE LOW BOY WET LINE KIT LESS OE TANK, HEADACHE RACK, LIGHT BAR, RELOCATE WORK LIGHTS AND SLIDEBAR TO RACK. *** WE CAN INSTALL EVERYTHING WE SELL *** *** PLEASE CALL TO SET UP AN APPOINTMENT ***	10,500.00	10,500.00
					SUB TOTAL	10,500.00
					SALES TAX	

ALL RETURNED MERCHANDISE MUST BE ACCOMPANIED BY THIS INVOICE. ALL SPECIAL ORDERS ARE NON-RETURNABLE. 15% RESTOCKING CHARGE ON ALL MERCHANDISE RETURNED AFTER 5 DAYS. ACCOUNTS OVER 60 DAYS PAST DUE WILL BE PLACED ON C.O.D. NOTE: 30 DAYS AFTER INVOICE DATE **1 1/2 %** WILL BE CHARGED. THIS IS AN **ANNUAL PERCENTAGE RATE** OF **18%.**

TOTAL QUOTE AMT 10,500.00

QUOTE

FLORIDA POWERTRAIN
& HYDRAULICS, INC.

P.O. BOX 6307 2265 W BEAVER ST.
(904) 354-5691 (800) 741-0603 FAX (904) 354-8346
JACKSONVILLE, FL 32236-6307

4455 DARDANELLE DR.
(407) 291-1441 (800) 226-0002 FAX (407) 578-7455
ORLANDO, FL 32808-3850

7310 N W 46th ST.
(305) 592-8612 (866) 592-8612 FAX (305) 477-7012
MIAMI, FL 33166

6501 ADAMO DR.
(813) 623-6713 (800) 771-6713 FAX (813) 621-1741
TAMPA, FL 33619-3498

www.floridapowertrain.com

SOLD TO

30373
ALL ROADS TRUCKS
2909 S ANDREWS AVE
FT LAUDERDALE FL 33316

SHIP TO

ALL ROADS TRUCK
2909 S ANDREWS AVE
FT LAUDERDALE FL 33316

INVOICED FROM MIAMI

ORDERED BY	QUOTE NUMBER	DATE
MIKE C.	60084	05/25/23

CUSTOMER ORD NO	SHIP VIA	TERMS	ORDER REC©D BY	SALESMAN
QUOTE-HEAVY DUMP WLK	EMAIL	NET 30 DAYS	SCOTT	FPT SALES TEAM

ORD	B/O	SHIP	PART NUMBER	DESCRIPTION	NET PRICE	AMOUNT
2		2	HEAVY DUMP WLK ALLISON 4500RDS COMPLETE 3 LINE DUMP WET LINE KIT LESS OE TANK *** WE CAN INSTALL EVERYTHING WE SELL *** *** PLEASE CALL TO SET UP AN APPOINTMENT ***		8,500.00	17,000.00
					SUB TOTAL	17,000.00
					SALES TAX	

ALL RETURNED MERCHANDISE MUST BE ACCOMPANIED BY THIS INVOICE. ALL SPECIAL ORDERS ARE NON-RETURNABLE. 15% RESTOCKING CHARGE ON ALL MERCHANDISE RETURNED AFTER 5 DAYS. ACCOUNTS OVER 60 DAYS PAST DUE WILL BE PLACED ON C.O.D. NOTE: 30 DAYS AFTER INVOICE DATE **1 1/2 %** WILL BE CHARGED. THIS IS AN **ANNUAL PERCENTAGE RATE** OF **18%.**

TOTAL QUOTE AMT 17,000.00

QUOTE

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Sourcewell

Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38th Place, Kirkland, WA 98033 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warrantied, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

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Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

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Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include

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there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insurance in accordance with Vendor's risk management practices.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

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government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 8/24/2020 | 3:43 PM CDT

Kenworth Truck Company, Division of PACCAR Inc.

By: DocuSigned by: Mike Kleespies 0B8F148A584040E...
Mike Kleespies
Title: Director Medium Duty Sales

Date: 8/24/2020 | 2:26 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Kenworth Truck Company, Division of PACCAR Inc.
Address:	10630 N.E. 38th Place Kirkland, Washington 98033
Contact:	Mike Kleespies
Email:	mike.kleespies@paccar.com
Phone:	813-455-1248
HST#:	916029712

Submission Details

Created On:	Monday May 04, 2020 13:34:50
Submitted On:	Tuesday June 09, 2020 12:25:16
Submitted By:	Mike Kleespies
Email:	mike.kleespies@paccar.com
Transaction #:	093110d5-8364-41a5-bf4a-75cd7cf89286
Submitter's IP Address:	165.225.223.59

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Kenworth Truck Company, Division of PACCAR Inc.	*
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000 PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400	*
3	Proposer website address:	www.kenworth.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies. CORE VALUES: • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.	*
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of $25.6 billion and net income of $2.39 billion. PACCAR has paid a yearly dividend since 1941.PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.	*
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personal located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2019 Kenworth Recognized as Top Workplace for Women in Transportation - 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant. - 2018 Paccar Ste. Therese Plant Receives Frost & Sullivan Manufacturing Leadership Award. - 2018 Kenworth Renton Plant receives King County Environmental Honor - 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County - 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA - 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award - 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility. - 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year - 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award A copy of press release for each award is also uploaded in the additional documents section.	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2016 to 2020 Sourcewell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Cullman City	Wesley Moore	256-775-7110	*
City of Prattville	Dale Gandy	334-850-0726	*
Jefferson County	Mike McDermotte	205-325-5101	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. $7 million	*
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. $8 million	*
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. $5 million	*
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. $4 Million	*
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. $2.5 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.	*
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations accross U.S and Canada. A list of dealer location is uploaded to supporting documents.	*
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	- Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service. - Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer. - Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge. * Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis. * Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer. * Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering. - In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required. - We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop. - KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcewell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcewell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary method of promoting this contract will be through our dealers. We have a Sourcewell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcewell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents) - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcewell contract at trade shows that Kenworth Truck Company participates directly.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcewell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions. - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member.	*

37	Describe any technological advances that your proposed products or services offer.	Safety: Nearly all Kenworth models are available with Bendix roll stability control, Bendix collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional. - Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears. - Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action — immediately empowering the driver and/or fleet manager to make the right decision. • Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined. Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California’s South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kenworth was awarded Environmental Protection Agency’s Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions. Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the obtimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative; the dealer is reimbursed for such calls under a Kenworth warrantable repair.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at www.kenworth.com. Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may by performed by any authorized location of that specific component make.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.	*
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more then 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months. This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's needs.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows: 1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need. 2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer. 3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant. 4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution. 5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member. 6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents. 7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management. 8. Dealer accepts members order. 9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order. 10. Upon delivery, member acceptance and member payment; dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount. 11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification. 12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix. Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members. See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body. Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services. Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%. Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%. Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight & warranty & surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs. .	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined.	*

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%. The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knucklboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and generals terms per the contract and supporting Kenworth program.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is $750 per unit.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company. The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as them become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items). All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each members solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the members specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the members custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution. All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each members unique and specific commercial vehicle transportation need.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcewell contract has been requested by members. It is out intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcewell contract. Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs. Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	(•) Yes ( ) No	Kenworth offers many class 8 highly customizable models and has plans to offer a class 8 fully electric model in 2021.	*
67	Class 7 chassis	(•) Yes ( ) No	Kenworth offers three class 7 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
68	Class 6 chassis	(•) Yes ( ) No	Kenworth offers three class 6 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
69	Class 5 chassis	(•) Yes ( ) No	Kenworth currently offers 1 class 5 model. But additional model may be added.	*
70	Class 4 chassis	( ) Yes (•) No	Kenworth currently does not offer a class 4 vehicle, but may do so and add to the contract any future models that fit this weight class.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service. Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - paccar-2019-annual financial report.pdf - Thursday May 28, 2020 16:29:19
- Marketing Plan/Samples - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
- WMBE/MBE/SBE or Related Certificates - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
- Warranty Information - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
- Pricing - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
- Additional Document - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company, division of PACCAR Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class 4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☑	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☑	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☑	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☑	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☑	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☑	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☑	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☑	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☑	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☑	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☑	--

KENWORTH

ALL ROADS KENWORTH - FORT LAUDERDALE (A350)
2909 SOUTH ANDREWS AVE
FORT LAUDERDALE, Florida 33316

Mike Crawford
Cell Phone:
Office Phone:
Email: mcrawford@allroadstrucks.com

FLORIDA SHERIFFS ASSOCIATION
2617 MAHAN DR
TALLAHASSEE , Florida 32308
United States of America

CONTRACT ADMINISTRATOR

Email: coop@flsheriffs.org

Vehicle Summary

Unit	
Model:	T880 Series Conventional
Type:	FULL TRUCK
Description 1:	FSA23VEH21.0 Item 62
Description 2:	1 1 24
Application	
Intended Serv.:	Local Pickup & Delivery: Vehicles which
Commodity:	General Freight
Body	
Type:	Flatbed
Length (ft):	14
Height (ft):	13
Max Laden Weight (lbs):	4000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	12000
Rr Axle Load (lbs):	40000
G.C.W. (lbs):	52000
Road Conditions:	
Class A (Highway)	14
Class B (Hwy/Mtn)	85
Class C (Off-Hwy)	1
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	190
Overhang (in):	61
Fr Axle to BOC (in):	68
Cab to Axle (in):	122
Cab to EOF (in):	183
Overall Comb. Length (in):	299.5
Special Req.	
U.S. Domestic Registry, 50-state.	

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Model				
0000810	S	**T880 Series Conventional**	234,126	**15,549**
0070060	S	**T880**	0	**0**
0072000	O	**Chassis Operation Will Not Incl. Stationary** application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	**0**
0080312	O	**EPA Clean Idle Label - PACCAR MX Engines**	100	**0**
0090000	S	**Non-Sleeper w/ Rear Axle Capacity less than 59K.**	0	**0**
0098409	O	**State of Registry: Florida**	0	**0**
Engine & Equipment				
0701111	O	**PACCAR MX-11 355 355@1600 1250@900, 2024** With Engine Brake N09020 AE001 NO....ENBL MX RETARDER IN NEUTRAL N08200 AE002 650...IDLE TARGET N09100 AA003 64....CC MAX TARGET SPD N09110 AA004 10....CC MIN ENABLE SPD N09120 AA005 OFF...DYNAMIC CC ENABLE N09440 AA061 2000..CAB:MAX ENG SPD-ACCEL CNTRL N09430 AA062 2000..CAB: MAX ENG SPD - SW CNTRL N09420 AA063 6.....CAB: MAX VEH SPD N09510 AA065 800...CAB: DEDICATED PRESET "-" N09520 AA066 900...CAB: DEDICATED PRESET "+" N09780 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC N09640 AA050 0.....CAB: CUSTOM PRESET 1 N09790 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC N09650 AA052 0.....CAB: CUSTOM PRESET 2 N09800 AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC N09660 AA054 0.....CAB: CUSTOM PRESET 3 N09500 AA060 OFF...CAB: PRESET +/- SW TYPE N09630 AA067 TRQ...CAB:ACCEL PEDAL TYPE IN PTO N09400 AA068 YES...CAB:ACCEL ACTV IN CAB PTO N09470 AA055 ON....CAB: CLUTCH INTLK N09840 AA056 OFF...CAB: CUSTOMER INTLK N09480 AA057 ON....CAB: NEUTRAL INTLK N09460 AA058 ON....CAB: PARK BRK INTLK N09490 AA059 ON....CAB:SER BRK INTLK:NO PTO N09540 AA074 2000..REM:MAX ENG SPD-ACCEL CNTRL N09530 AA075 2000..REM:MAX ENGSPD-SW/TSC1 CTRL N09610 AA077 800...REM: DEDICATED PRESET "-" N09620 AA078 900...REM: DEDICATED PRESET "+" N09810 AA043 CNCL..CAB/REM:CUSTOM PRESET1 FUNC N09670 AA044 750...CAB/REM: CUSTOM PRESET 1 N09820 AA045 CNCL..CAB/REM:CUSTOM PRESET2 FUNC	-1,099	**-396**

Sales Code	Std/ Opt	Description	$ List	Weight
		N09680 AA046 850...CAB/REM:CUSTOM PRESET 2 N09830 AA047 CNCL..CAB/REM:CUSTOM PRESET3 FUNC N09690 AA048 950...CAB/REM: CUSTOM PRESET 3 N09600 AA079 OFF...REM: PRESET +/- SW TYPE N09410 AA069 YES...PTO REM PEDAL ENABLE N09560 AA070 ON AD.REM: CLUTCH INTLK N09700 AA071 OFF...REM: CUSTOMER INTLK N09570 AA072 ON AD.REM: NEUTRAL INTLK N09580 AA073 ON AD.REM:SER BRK INTLK:NO PTO N09550 AA076 650...REM: MIN ENG SPD N09450 AA064 650...CAB: MIN ENG SPD N09760 AA009 5.....DRIVER REWARD VEH SPD BONUS N09770 AA010 -5....DRIVER REWARD VEH SPD PNLTY N09750 AA013 NONE..OFFSET MODE N09720 AA015 3.....MIN SPD FOR DR SHIFT AID N09730 AA016 1.....DSA LOWEST ACTV GEAR N09740 AA017 10....DSA HIGHEST ACTV GEAR N09340 AA019 YES...EIST PARK BRK RESET ENABLE N09300 AA022 30....EIST LO CLNT TEMP OVERRIDE N09290 AA023 80....EIST HI AMBAIR TEMP OVRRDE N09280 AA024 39....EIST LO AMBAIR TEMP OVRRDE N09260 AA025 5.....EIST PTO MAX IDLE TIME N09230 AA026 5.....EIST PARKED MAX IDLE TIME N09220 AA027 5.....EIST STANDSTILL IDLE TIME N09240 AA029 YES...EIST RESET FROM ENG LOAD N09250 AA030 NO....EIST OVERRIDE FROM ENG LOAD N09200 AA031 0.....EIST EXPIRATION DISTANCE N09310 AA032 YES...EIST ACCEL PEDAL RESET N09330 AA033 YES...EIST SERVICE BRK RESET N09320 AA034 YES...EIST CLUTCH PEDAL RESET N09270 AA035 YES...EIST PTO OVERRIDE N08030 AA086 64....MAX ACCEL PEDAL VEH SPD N08000 AA087 0.....VSL EXPIRATION DISTANCE N08020 AA088 64....LRSL SPD LMT N09350 AA042 1900..FAST IDLE CNTRL MAX ENG SPD N09050 AA037 4.....DSL SPD OFFSET N09040 AA038 2.....AUTO RTRDR VEH SPD OFFSET N09030 AA039 0.....TIME DELAY FOR RTRDR ACT N09130 AA006 MT....MULTI TORQUE IN CC N09080 AQ001 4.....PCC Negative Offset N09090 AQ002 4.....PCC Positive Offset N09710 AA089 NO....REMOTE INPUTS IN CAB PTO N08200 AE002 650...IDLE TARGET		
1000046	O	**EPA Emissions Warranty Engine**	0	**0**
1000151	S	**PremierSpec**	0	**0**
1000204	O	**Engine Monitoring Protection -Derate- PACCAR MX** Engine Parameter.	0	**0**
1000244	O	**Gearing Analysis: Balance**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		power/economy blend results.		
1000256	O	**Customer's Typical Operating Spd: 64 MPH**	0	**0**
1000282	O	**MX Retarder State Cruise Control On Manual Mode** Selecting this code will program the engine controller to make manual mode available when cruise control is on, but not set, and the engine brake switch is on. Manual mode means the engine retarder activates whenever the throttle pedal is not depressed. 2013+	0	**0**
1000289	O	**Delete MX-11 Retarder (Engine Brake)**	-1,893	**0**
1000524		**RegistrationYear** Year of Registration: 2024	0	**0**
1000684	O	**Effective VSL Setting NA**	0	**0**
1000857	S	**Engine Idle Shutdown Timer Enabled**	0	**0**
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	**0**
1006003	S	**Air Compressor: WABCO 25.9 CFM PACCAR MX** 2017+ 440cc Air Compressor	0	**0**
1051200	S	**Air Cleaner: Composite Firewall Mounted PACCAR or** Cummins Engines	0	**0**
1105210	S	**Fan hub: Horton 2-Speed for PACCAR MX**	0	**0**
1123555	S	**Cooling module: 1330 square inches.** Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	**0**
1247276	O	**EXH: Single Can 2024 Horizontal Under Rail With** Single Horizontal Tailpipe Mounted Below RH Rail	-1,378	**-422**
1321101	S	**Fuel Filter: PACCAR Extended Service Interval** On-Engine Fuel/Water Seperator. 2021 and Later Emissions MX Engines only.	0	**0**
1321205	S	**Run Aid:Fuel Heat** *For Fuel Filter	0	**0**
1321305	S	**Start Aid:12V Heat** *For Fuel Filter	0	**0**
1812163	S	**Alternator: PACCAR HDS 160 AMP Brushed**	0	**0**
1821225	O	**Batteries: 2 PACCAR GP31 Threaded Post (1000)** 2000 CCA starting.	-235	**-59**
1836102	S	**PACCAR Premium 12V Starter with PACCAR MX Engines** PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
1840065	S	**12V Low Voltage Disconnect for Battery Protection**	0	**0**
1901017	S	**Remote PTO/Throttle, 12-Pin, Engine Bay** Remote Control Provision	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1903020	O	**Decline Driver Performance Assistant (DPA)**	0	**0**
Transmission & Clutch				
2057360	O	**Transmission: Fuller FRO14210C 10-speed** Standard with synthetic lubricant. Includes severe-duty pilot bearing on all class 8 models. *Torque Limit: 1450 pound-feet.	-6,235	**75**
2250496	O	**Clutch: Eaton 15-1/2 in. Advantage Self-Adjust** to 1750 ft-lb, Ceramic, 4-Paddle, Predamper	918	**0**
2294080	O	**Air-Assisted Hydraulic Clutch**	0	**0**
2408201	O	**Driveline: 1 Meritor RPL25; No Center** Bearing	-70	**-12**
2493009	O	**Aluminum Clutch Housing**	0	**0**
Front Axle & Equipment				
2512044	O	**Meritor MFS12E PLUS 12.5K rated at 12K 3.5in.** drop standard track.	-2,428	**-147**
2641141	O	**Front Brakes: 14.6K Meritor Q-Plus 16.5x5 in.** Not for fire truck/EMT/rescue service.	-425	**-44**
2690002	O	**Front Brake Drums: 14.6K 16.5x5 in. cast.**	-253	**78**
2690029	O	**Drum Brake Knuckle for Use on Meritor MFS Plus** Steer Axle	0	**20**
2701300	O	**Front Hub: Aluminum Hub Pilot 13,200 lbs.** 10-Bolt, 11-1/4 in. bolt circle .	-530	**0**
2741970	S	**ConMet PreSet Plus Hub Package; Front Axle.**	0	**0**
2750001	S	**Hubcap: Front Vented.**	0	**0**
2765001	O	**Front Auto Slack Adjuster for Drum Brakes.**	0	**0**
2863012	O	**Front Springs: Taperleaf 12K W/ Shock Absorbers** w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L.	-878	**-126**
2895221	O	**Single Power Steering Gear: 13.2K Sheppard HD94.**	-1,242	**-73**
2899341	O	**Delete Standard Power Steering Cooler.**	-189	**-11**
Rear Axle & Equipment				
3122247	O	**Dual Meritor MT40-14x4 Hypoid Rear Axle** rated at 40K, with heavy-wall housing. Tandem rear axles.	-2,058	**-411**
3200370	O	**Rear Axle Ratio - 3.70.**	0	**0**
3354007	O	**Dual Rear Brakes 16-1/2x7 in. to 46K;** Meritor Q- plus-extended service S-cam.	-1,332	**-24**
3392005	O	**Dual Rear Brake Drums: Cast.** For use with 16.5X7" or 16.5X8.625" brake.	-638	**208**

Sales Code	Std/ Opt	Description	$ List	Weight
3407050	S	**Dual Rear Hubs: Aluminum Hub Pilot 46K;** 11.25" bolt circle. Requires "R" series outer ends.	0	**0**
3441972	S	**ConMet PreSet Plus Hub Package; Dual Rear Axle.**	0	**0**
3465002	O	**Tandem Rear Axle Automatic Slack Adjusters.** For use with drum brakes.	286	**0**
3485207	O	**Spring Brake: 3030 Long Stroke Dual 30 Square** inches travel. For drum brakes. Helps keep brakes in adjustment longer.	356	**88**
3495226	O	**Bendix 4S/4M Anti-Lock Brake System.**	-3,688	**0**
3500058	S	**Interaxle Driveline: 1 Meritor RPL20** Replacing I/A *Use W/ RPL(SD) 25 Main D/L	0	**0**
3736418	O	**Rear suspension: Tandem Reyco 102 40K.** 4-spring multileaf & 52 in. axle spacing. Steel crossmembers & gussets. Unladen Height: 10.8 in. Laden Height: 9.2 in.	-3,589	**116**
3830145	O	**Delete Standard Heavy-Duty Air Springs for Rear** suspension.	-24	**-28**
Tires & Wheels				
4083282	O	**Front Tires: Yokohama RY617 11R22.5 14PR**	-2,286	**2**
4283282	O	**Rear Tires: Yokohama RY617 11R22.5 14PR**	-5,492	**8**
4900008	O	**Rear Tire Quantity: 8**	0	**0**
5042289	O	**Front Wheel: Accuride 51487 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible.	-962	**0**
5242375	O	**Rear Wheel: Accuride 51408 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	-252	**-48**
5853906	O	**Powder Coat White Steel Wheel. Use in Conjunction** with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	**0**
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	**0**
Frame & Equipment				
6054400	O	**Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to** 285 in. to 336 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	-22	**87**
6301437	O	**Bumper: Straight Steel, Painted Channel.** Requires a bumper setting code.	-103	**50**

Sales Code	Std/ Opt	Description	$ List	Weight
6319485	S	**48.5 in. Bumper Setting. Requires a Bumper Code.**	0	**0**
6405048	S	**Battery Box Module: Short Length Aluminum** parallel under cab, aluminum diamond plate cover w/ step. Up to 2 air tanks may mount to bottom of box. Batteries will be oriented perpendicular on rail.	0	**0**
6409901	S	**Battery Box Location: LH Side.**	0	**0**
6679859	O	**Final End-of-Frame Cut-Off Dimension Will be** modified to 56 in. to 60 in.	0	**0**
6721125	O	**Delete Mudflap Arms: Dealer/ Customer Responsible** for installation of arms.	-34	**-12**
6723000	O	**Delete Mudflap Shields-Dealer/Customer** responsible for installation of shields.	0	**-8**
6742009	S	**Square End-of-Frame W/O Crossmember; Non-Towing.**	0	**0**
Fuel Tanks & Equip				
7210060	O	**Fuel Tank: 60 US Gallon 24.5 in. Aluminum Under** replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	98	**-15**
7722153	S	**Small Round DEF Tank, 14 Gallons.** The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	**0**
7889203	S	**DEF to Fuel Fill Ratio 2:1 or Greater.**	0	**0**
7889247	O	**Delete Anti-Siphon Device Swaged in Place for Any** number of fuel tanks.	-18	**-1**
7889604	S	**DEF Tank Location is LH.**	0	**0**
7910060	O	**Location: 60 gal fuel tank RH under cab**	0	**0**
Cab & Equipment				
8025301	S	**Cab: Stamped Aluminum Cab with Panoramic Curved** glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	**0**
8090605	S	**Hood: T880 Short Length MX-Optimized W/Mechan.** Fastened Fenders. 116.7 inch BBC.	0	**0**
8108011	S	**Cab HVAC - Day Cab and 40 in. Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.		
8201047	S	**Kenworth Smartwheel: 18 in. Non-Leather With** Integrated Radio and Cruise Controls.	0	**0**
8201200	S	**Adjustable Telescoping Tilt Steering Column.**	0	**0**
8205135	O	**Information for Customer-Installed PTO Muncie** 10-bolt.	0	**0**
8222404	S	**Gauge: DD Virtual Gauge - Oil Temp Engine**	0	**0**
8222413	S	**Gauge: DD Virtual Gauge - Manifold** Pressure Boost	0	**0**
8222414	S	**Gauge: DD Virtual Gauge - Engine Percent** Torque	0	**0**
8282027	S	**Main Instrument Package: 15" Digital Display.** Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	**0**
8300008	S	**Interior Color: Slate Gray**	0	**0**
8330102	S	**Interior Package: Vantage Daycab** Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0	**0**
8390634	S	**Rubber Floormat**	0	**0**
8410199	O	**Driver Seat: GT701 IB with Vinyl material.** The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	-62	**0**
8480133	O	**Rider Seat: GT100 Static Riser IB w/ DuraSupreme** Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	-181	**0**
8490181	S	**Seat Color: Black**	0	**0**
8601430	O	**Kenworth Radio DEA700 AM/FM/WB**	-11	**0**
8698974	S	**Base Level Audio System - Daycab:High Performance** Door Speakers.	0	**0**
8700197	S	**Turn Signal: Non-Self Cancelling**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	0	**0**
8700663	S	**Kenworth TruckTech+:** This system provides the World's Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This is standard on all Kenworth models with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine.	0	**0**
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	0	**0**
8832113	S	**Kenworth Daylite Door With Standard LH/RH** electric door locks and LH/RH electric window controls.	0	**0**
8841411	S	**Single Air Horn Under Cab.**	0	**0**
8850139	S	**Look-Down, Pass. Door, Black 11x6**	0	**0**
8865002	S	**Aero Mirror: Dual Kenworth Aerodynamic Motorized** heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0	**0**
8871446	S	**Rear Cab Stationary Window 19in x 36in**	0	**0**
8890101	S	**One-Piece Bonded-In Windshield With Curved Glass.** Standard.	0	**0**
8890359	O	**Delete Wheelwell Fender Extension**	-291	**-4**
8890876	S	**Kenworth Cab/Sleeper Air Suspension.**	0	**0**
Lights & Instruments				
9010553	S	**Headlamps: SAE Dual Halogen Complex Reflector**	0	**0**
9022137	S	**Marker Lights: Five, Rectangular, LED**	0	**0**
9030016	S	**Turn Signal Lights: Flush Mounted LED. Mounted at** top of fender wheel arc.	0	**0**
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0	**0**
9090027	O	**Headlamps to Turn on When Wipers are Active.**	0	**0**
9090039	S	**Marker Lights: Interrupter Switch.** Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	**0**
Air Equipment				
9101218	S	**Air Dryer: Bendix AD-HF Puraguard Heated**	0	**0**
9108001	S	**Moisture Ejection Valve W/ Pull Cable Drain.**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9140020	S	**Nylon Air Tubing in Frame & Cab, Excluding Hoses** subject to excessive heat or flexing.	0	**0**
Extended Warranty				
9200006	O	**Base Warranty - PACCAR MX-11 & MX-13 Engine** 24 months / 250,000 miles / 400,000 km / 6250 hours.	0	**0**
9200021	S	**Base Warranty - Standard Service Heavy Duty** 12 months / 100,000 miles / 160,000 km.	0	**0**
9212642	O	**TruckTech+ RD/OTA - 5YR Sub PACCAR MX Engines**	799	**0**
9220001	O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine	0	**0**
Miscellaneous				
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	**0**
9490003	O	**Additional Lead Time Required for Off Highway &** /or specialty component truck.	0	**0**
9491659	S	**VMUX Architecture**	0	**0**
Promotions				
Paint				
9700000	O	**Paint Color Number(s).** N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0	**0**
9943014	O	**Steel Bumper Painted Frame Color**	0	**0**
9943048	O	**Day Cab Bulk Paint**	0	**0**
9943050	O	**Day Cab Standard Paint**	0	**0**
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	**0**
9965510	S	**Base Coat/ Clear Coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$197,986
Marketing and Service Support Fee	$1,040
Prepaid Freight	$0
Total Surcharge/Options Not Subject To Discount	$799
Total Weight	14,440

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity

Kenworth #060920-KTC

Pricing for contract #060920-KTC offers Sourcewell participating agencies the following discounts:

- Cab and chassis pricing is specific to each model and based off a percentage discount from 9.6% to 44.6% off total list price, also know as MSRP. Cab and chassis pricing includes factory freight and dealer profit. Additionally, all trucks are subject to a commodity/materials surcharge of $3,500 for medium duty models and $5,000 for heavy duty models.

- All truck bodies, local services, extended warranties, local delivery, storage/flooring charges, etc. are available and priced per the contract.

- A copy of the Pricing Matrix by model can be obtained from your local Kenworth dealer, or by request to mike.kleespies@paccar.com or nicholas.trout@sourcewell-mn.gov.

**Complete vehicle quotes are obtained through your local Kenworth dealer. Find your local dealer at www.kenworth.com/dealers

Stoughton-Tania

From: Greenlee-Daryl
Sent: Monday, January 29, 2024 12:25 PM
To: Stoughton-Tania
Cc: Lowe-Ed; Moriarity-Keith; Uptegrove-William
Subject: RE: 2024 T880 Tractor Lowboy Quote

Tania,

My apologies. I completely left off the department and Funding source. This is for February's Agenda Item.

This is for one (1) T880 Truck/Tractor
- Upper Keys Roads & Bridges
- Cost Center 22500 - SC_00100 Vehicles
- $ 212,597.00

As per the approved replacement budget for FY24

Replacing:
- R&B5129 a 2006 MACK CHN612 TRACTOR, VIN Number 1M1AJ01Y26N001149

From: Greenlee-Daryl
Sent: Monday, January 29, 2024 11:36 AM
To: Stoughton-Tania <Stoughton-Tania@MonroeCounty-FL.Gov>
Cc: Lowe-Ed <Lowe-Ed@monroecounty-fl.gov>; Moriarity-Keith <Moriarity-Keith@MonroeCounty-Fl.gov>; Uptegrove-William <Uptegrove-William@MonroeCounty-Fl.gov>
Subject: 2024 T880 Tractor Lowboy Quote
Importance: High

Tania,

This is for one (1) T880 Kenworth Truck/Tractor. For February's agenda.

From: Greenlee-Daryl
Sent: Wednesday, November 1, 2023 2:19 PM
To: Michael Crawford <mcrawford@allroadstrucks.com>
Subject: FW: 2024 T880 Tractor Lowboy Quote
Importance: High

Good afternoon Mike,

Could the date on the quote be refreshed, please.

Regards
Daryl

How can Fleet Management serve you better?
Give us your feedback here!

From: Michael Crawford <mcrawford@allroadstrucks.com>
Sent: Thursday, June 8, 2023 2:13 PM
To: Greenlee-Daryl <Greenlee-Daryl@MonroeCounty-FL.Gov>
Subject: 2024 T880 Tractor Lowboy Quote
Importance: High

You don't often get email from mcrawford@allroadstrucks.com. Learn why this is important

...

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Daryl,

Please find attached complete Sourcewell Quotation for the T880 Tractor I have that just came in.

Specs are included in the quote, but I believe this would be a perfect fit for your lowboy.

Please have a look and let me know your thought ASAP.
The Vultures are circling this one as we don't have anything else in stock! LOL

ALL ROADS TRUCKS
SERVICE AT EVERY TURN

Michael Crawford
General Sales Manager
All Roads Trucks - Ft. Lauderdale
mcrawford@allroadstrucks.com
(954) 523-5484 (352) 427-5462
AllRoadsTrucks.com

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We Are HIRING 50+ LOCATIONS Many OPENINGS KENWORTH ISUZU TRUCK Ford

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C13
2023-2078

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:

STAFF CONTACT: Daryl Greenlee

AGENDA ITEM WORDING: Approval of Second Renewal of Agreement between Monroe County and Sunshine Gasoline for fuel services.

ITEM BACKGROUND:
On February 16, 2022 - Dion Fuel and Monroe County entered into an agreement to provide fuel services for Monroe County. Agenda Item C.11.
On February 15, 2023 - BOCC approved the first one-year renewal - Agenda Item C19.
On June 15, 2023 - Sunshine Gasoline acquired Dion Fuel - Assignment and Assumption Agreement of Contract and Consent was approved by the Board - Agenda Item 2023-1173

PREVIOUS RELEVANT BOCC ACTION:
On February 16, 2022 - Dion Fuel and Monroe County entered into an agreement to provide fuel services - Agenda Item C.11.
On February 15, 2023 - BOCC approved the first one-year renewal - Agenda Item C19.
On June 15, 2023 - Sunshine Gasoline acquired Dion Fuel - Assignment and Assumption Agreement of Contract and Consent was approved by the Board - Agenda Item 2023-1173

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval from the Board

DOCUMENTATION:

! Sunshine Gasoline - Second Extension of Contract.pdf
!! Original Contract and 1st Extension of Contract with Dion's.pdf
!!! Sunshine Gasoline - C32 - 1173 - Assigment and Assumption.pdf

FINANCIAL IMPACT:
Funds are in place for fuel purchases in Fleet's FY-24 budget - no additional financial impact

SECOND RENEWAL OF AGREEMENT BETWEEN MONROE COUNTY AND SUNSHINE GASOLINE DISTRIBUTORS, INC.

THIS AGREEMENT is made and entered into this ____ day of February 2024 between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and **SUNSHINE GASOLINE DISTRIBUTORS, INC.,** ("Sunshine Gas"; formerly Dions Fuels LLC.) a Florida Corporation, to renew the agreement between the parties dated February 16th, 2022.

WHEREAS, on February 16th, 2022, the County and Dions Fuels LLC. entered into an agreement to provide fuel services for Monroe County; and

WHEREAS, the term of the initial agreement provides the County with the option to renew the Agreement for four (4) additional one (1) year periods beginning March 15th, 2023; and

WHEREAS, the parties executed an extension to the agreement beginning March 15, 2023 and terminating on March 14, 2024; and

WHEREAS, the parties executed an assignment and assumption agreement between Monroe County, Dions Fuels LLC., and Sunshine Gasoline Distributors Inc. on June 15, 2023 to reflect Sunshine Gas acquiring Dions Fuels LLC.; and

WHEREAS, the County desires to extend the existing agreement with Sunshine Gas, as both parties have found the Agreement to be mutually beneficial; and

WHEREAS, all other terms of the Agreement dated March 15th 2022, remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Sunshine Gas agree, pursuant to the terms of the original Agreement, to renew the Agreement for one (1) additional year beginning on March 15th 2024 and continuing through March 14th 2025.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
As Deputy Clerk

By_____
Mayor / Chairman

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

1-29-2024

WITNESSES:

Witness 1

Witness 2

SUNSHINE GASOLINE
DISTRIBUTORS INC.

By

JOHN SANCHEZ
Print Name

GM Commercial Fuels
Title Sunshine Gasoline Distributors, Inc.

PS 1-29-2024

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

Board of County Commissioners Meeting
June 21, 2023
Agenda Item Number:
2023-1173

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Tania Stoughton

AGENDA ITEM WORDING: Ratification of Assignment and Assumption Agreement and Consent of Monroe County Board of County Commissioners to said Assignment and Assumption.

ITEM BACKGROUND:
Dion Fuels LLC currently has a contract with Monroe County to provide fuel services for the County. Dion Fuels was acquired by Sunshine Gasoline Distributors, Inc. ("Sunshine Gas"). Sunshine Gas agrees to continue to perform under the contract. Both have executed the Assignment and Assumption Agreement and now seek the consent of the Monroe County Board of County Commissioners to the assignment and assumption of the original agreement.

In light of the importance of this Agreement during hurricane season, the County Administrator has signed and we are now asking for ratification of the County Administrator's signature.

PREVIOUS RELEVANT BOCC ACTION:
February 16th, 2022; Dion Fuels and Monroe County entered into an agreement to provide fuel services for Monroe County.
February 15, 2023: BOCC approval to first one-year renewal. The current term of the Agreement began on March 15, 2023 and continues for one (1) year.

CONTRACT/AGREEMENT CHANGES:
Consent to assignment and assumption.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

02_16_2022 Agreement.pdf
1st Amendment 02_15_2023.pdf
assignment and assumption ratification.pdf
2023 06 COI Sunshine Gasoline Signed Exp 4 21 2024 .pdf

FINANCIAL IMPACT:
$0.

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: February 24, 2022

TO: Daryl Greenlee, Director
Fleet Management

Tammy Acevedo
Executive Assistant

FROM: Pamela G. Hancock, D.C.

SUBJECT: February 16th BOCC Meeting

Attached is a copy of the following item for your handling:

C11 Contract between Monroe County and Dion Fuels, LLC for fuel delivery.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040
305-294-4641

MARATHON
3117 Overseas Highway
Marathon, Florida 33050
305-289-6027

PLANTATION KEY
88820 Overseas Highway
Plantation Key, Florida 33070
305-852-7145

PK/ROTH BUILDING
50 High Point Road
Plantation Key, Florida 33070
305-852-7145

SECTION THREE – CONTRACT

CONTRACT BETWEEN MONROE COUNTY AND CONTRACTOR FOR UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

THIS AGREEMENT, made and entered into this 16th day of February, 2022 by and between the MONROE COUNTY, a political subdivision of the State of Florida hereinafter called "County" and DION FUELS, LLC., a Florida corporation, hereinafter called "Vendor" or "Contractor".

WITNESSETH:

WHEREAS, the County maintains gasoline and diesel fueling facilites throughout Monroe County for purposes of fueling County vehicles; and

WHEREAS, the Vendor is qualifed, properly equipped and is in the business of providing gasoline and diesel fuel to fueling facitlies; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. DESCRIPTION SCOPE OF SERVICES/PROJECT

A. The Vendor shall deliver Low, Medium, or High Octane Gasoline as requested by the County and Ultra Low Diesel Fuel (Clear and Dyed) to locations in the Key West, Marathon, Plantation Key, and Key Largo areas as requested by the ordering Monroe County and School Board departments and on the dates requested by such departments. Fuel shall be delivered the next day if requested by 4:00 p.m.

B. Deliveries will be in quantities of less than One Hundred (100) gallons to Seven Thousand (7,000) gallons (Full Tanks). The Vendor shall have a metered tanker for all deliveries and shall be required to itemize invoices for each delivery under this provision.

C. Upon request by the County, Vendor shall provide documentation supporting most recent pump meter certification.

D. All Monroe County deliveries must be supervised and delivery tickets must be signed and dated by Monroe County personnel.

E. The Vendor shall have the capability to pump fuel into elevated and/or aboveground tanks through standard quick detachable couplings.

F. The Vendor shall prioritize the County and have ability to provide daily deliveries of gasoline and diesel to multiple locations after a hurricane, natural disaster, or other emergency for as long as the need exists.

2. TERM OF CONTRACT

A. This Agreement shall be for a period of One (1) year commencing on March 15, 2022

.

B. The County shall have the option to renew this Agreement after the first year, for four (4) additional one (1) year periods.

3. HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Contract, Vendor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (I) any claims, actions or causes of action, (II) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (III) any costs or expenses (including, without limitation, costs imposed by any governmental agency by reason of, or in connection with a violation of any federal law or regulation, attorney's fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Vendor or any of its employees, agents, contractors or

other invitees during the term of this Agreement. (B) the negligence or willful misconduct of Vendor or any of its employees, agents, contractors or other invitees, or (C) Vendor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions. causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents. contractors or invitees (other than Vendor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this Section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

4. INSURANCE

Prior to execution of this agreement the Vendor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations as stated and attached hereto in the General Insurance Requirements for Suppliers of Goods or Services.

5. PAYMENT

A. Price per gallon shall reflect Port Everglades Florida Terminal (RACK) charges.

B. Monroe County may not be charged more than the following prices listed above market (RACK) price from date delivered.

Unleaded Gasoline (Any Octane)		Ultra Low Sulfur Diesel (Clear and Dyed)	
$ 0.059	Key West	$ 0.069	Key West
$ 0.049	Sugarloaf	$ 0.059	Sugarloaf
$ 0.039	Marathon	$ 0.049	Marathon
$ 0.029	Plantation Key	$ 0.039	Plantation Key
$ 0.029	Coral Shores	$ 0.039	Coral Shores
$ 0.019	Key Largo	$ 0.029	Key Largo

C. The Vendor shall submit invoices to the County, itemizing the delivery location, the requesting department, the RACK prices, and all taxes, for each delivery to the locations described herein. Invoices shall include supporting documentation that is acceptable to the Clerk. Acceptability to the Clers is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

D. Upon receipt of an Invoice the County shall have thirty days, in accordance with the Florida Prompt Act, to render payment to Vendor.

E. Gasoline and Diesel Fuel taxes must be itemized on each invoice.

6. INDEPENDENT VENDOR

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

7. ASSURANCE AGAINST DISCRIMINATION

Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this Agreement.

8. ASSIGNMENT

Vendor shall not assign or subcontract this Agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the County may deem necessary.

This Agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the County in addition to the total agreed-upon price of the services/goods of the Vendor.

9. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this Agreement, the Vendor shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor. The Vendor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

10. NOTICE REQUIREMENT

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

For County:	For Vendor:
Fleet Management Services	Dion Fuels, LLC.
3583 S. Roosevelt Blvd.	P.O. Box 1209
Key West, FL 33040	Key West, Florida 33041

11. FUNDING AVAILABILITY

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration. In the event that funds from Fleet Management Services operating Gasoline and Diesel Accounts are partially reduced or

cannot be obtained or cannot be continued at levels sufficient to allow for the purchase of services/goods specified herein, this Agreement may then be terminated immediately at the option of the County by written notice of termination delivered in person or by mail to the Vendor. The County shall only be obligated to pay for any goods delivered by the Vendor until the Vendor has received written notice of termination due to lack of funds.

12. PROFESSIONAL RESPONSIBILITY

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Notice of calling for Bids. The Vendor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of Vendor.

13. PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($35,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

14. TERMINATION

A. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall

provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

B. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon 30 days' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement

C. For Contracts of any amount, if the County determines that the Contractor has submitted a false certification under Section 287.135(5). Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4). Florida Statutes, are met.

D. For Contracts of $1,000,000 or more, if the County determines that the Contractor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

15. APPLICABLE LAWS AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Vendor agree that venue will lie in the appropriate court or before the appropriate administrative body in the 16th Judicial Circuit in and for Monroe County, Florida.

The County and Vendor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

16. ATTORNEY'S FEES AND COSTS

The County and Vendor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

17. MAINTENANCE OF BOOKS, RECORDS AND DOCUMENTS & RIGHT TO AUDIT

Vendor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreemetn for public records purposes during the term of the Agreement and for Five (5) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Vendor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Vendor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the Vendor.

Right to Audit *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the

independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

18. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Vendor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Vendor and their respective legal representatives, successors, and assigns.

20. AUTHORITY

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

21. CLAIMS FOR FEDERAL OR STATE AID

Vendor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect these services will be provided to each party.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Vendor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

23. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Vendor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Vendor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

24. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes. and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973. as amended (20 USC s. 794), which prohibits

discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain

compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. COVENANT OF NO INTEREST County and Vendor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

26. CODE OF ETHICS County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or

acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

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

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

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant

to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

29. NON-WAIVER OF IMMUNITY Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Vendor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

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

31. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any

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

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

33. ATTESTATIONS Vendor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

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

35. EXECUTION IN COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

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

37. MUTUAL REVIEW This Agreement has been carefully reviewed by the Vendor and the County, therefore this Agreement is not to be construed against either party on the basis of authorship.

38. UNCONTROLLABLE CIRCUMSTANCES Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Scope of Services; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Scope of Services; (d) government order or law in the geographic area of the Scope of Services; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Scope of Services;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

39. E-VERIFY SYSTEM Beginning January 1, 2021, in accordance with F.S. 448.095. the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

40. FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program. Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the

Federal awarding agency.

When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or

subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100.000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 29

C.F.R. § 5.5 (b)(1), in the sum of $27 for each calendar day on which such individual was required or permitted

to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph29 C.F.R. § 5.5 (b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph29 C.F.R. § 5.5 (b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 29 C.F.R. § 5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 29 C.F.R. § 5.5 (1) through (4).

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal

Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award under a "covered transaction" (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring

such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,00, the attached certification must be signed and submitted by the contractor to the COUNTY.)

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.323. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA`s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video surveillance services or equipment as set forth in 2 CFR § 200.216. Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preference for procurements as set forth in 2 CFR §200.322 The COUNTY and CONTRACTOR should, to the great extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Americans with Disabilities Act of 1990, as amended (ADA) - The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRM

a If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the

CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

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

Energy Efficiency- CONTRACTOR will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

Access to Records: Contractor and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors must 1. cooperate with any compliance review or complaint investigation conducted by DHS 2. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

DHS Seal, Logo and Flags: Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likeness of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

Changes to Contract: The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the COUNTY and Contractor.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply will all applicable Federal Law, regulations, executive orders, FEMA policies, procedures, and directives

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. If applicable, the contractor

acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Florida Divison of Emergency Management: The CONTRACTOR is bound by any terms and conditions of the Federally-Funded Subaward and Grant Agreement between COUNTY and the Florida Division of Emergency Management (Division).

The CONTRACTOR shall hold the Division and COUNTY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

(Seal)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

VENDOR:

BY: _____

DATE: 1/17/22

(Corporate Seal)

Attest:

_____
Witness

_____
Witness

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

_____
JAMES MOLENAAR
ASSISTANT COUNTY ATTORNEY
Date: James D. Molenaar, Esq.

FILED FOR RECORD
2022 FEB 24 PM 1:29
CLERK CIR. CT.
MONROE COUNTY, FL

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Steven M Uphoff"
(Company Officer/Partner/Individual)

warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

Steven M. Uphoff
(Signature)

Date: 10-14-21

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 10/14/21 (date) by Steven M Uphoff (name of affiant). ~~He/She~~ is personally known to me ~~or has produced _____ (type of identification) as identification~~.

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

NON-COLLUSION AFFIDAVIT

I, Steven M. Uphoff of the city of Key West, Florida according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Steven M. Uphoff / MBR

   of the firm of Dion Fuels LLC

   making the Bid for the services/work/project described in the Request for Bids for: Unleaded Gasoline And Diesel fuel supplier for Monroe County and that I executed the said Bid with full authority to do so.

2. The prices in this bid/Bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
3. Unless otherwise required by law, the prices and percentage of return which have been quoted in this bid/Bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to bid/Bid opening, directly or indirectly, to any other bidder/responder or to any competitor.
4. No attempt has been made or will be made by the bidder/responder to induce any other person, partnership or corporation to submit, or not to submit, a bid/Bid for the purpose of restricting competition.
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for the project/services/work.

Steven M. Uphoff — 10-14-21

(Signature of Bidder) (Date)

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10-14-21 (date) by Steven M. Uphoff (name of affiant). He/~~She~~ is personally known to me ~~or has produced _____ (type of identification) as identification.~~

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

DRUG-FREE WORKPLACE FORM

The undersigned Contractor/bidder/responder in accordance with Florida Statute 287.087 hereby certifies that:

Dion Fuels LLC
(Name of Business)

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

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

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

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

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

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

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

Steven M. Upshaff
Bidder's Signature

10-14-21
Date

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 10-14-21 (date) by Steven M. Upshaff (name of affiant). ~~He/She~~ is personally known to me ~~or has produced _____ (type of identification) as identification.~~

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Steven M. Uphoff I Dion Fuels LLC (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Steven M Uphoff
(Signature)

Date: 10-14-21

STATE OF: Florida

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 10-14-21 (date) by Steven M. Uphoff (name of affiant). He/~~She~~ is personally known to me ~~or has produced _____ (type of identification) as identification.~~

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Unleaded Gasoline And Diesel Fuel Supplier for Monroe County, Florida

Respondent Vendor Name: Dion Fuels LLC

Vendor FEIN: 81-0935086

Vendor's Authorized Representative Name and Title: Steven M. Uphoff - MBR

Address: PO Box 1209

City: Key West State: Florida Zip: 33041

Phone Number: 305-245-2000

Email Address: JRichArte@DionLLC.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Steven M. Uphoff - Dion Fuels LLC, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Steven M. Uphoff

Print Name: Steven M. Uphoff

Title: MBR

Note: The List are available at the following Department of Management Services Site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Respondent's Insurance and Indemnification Statement

Insurance Requirement	Required Limits
Worker's Compensation	Statutory Limits (See Form WC2)
Employer's Liability	$500,000 Bodily Injury by Accident /$500,000 bodily injury by Diasease, policy limits /$500,000 Bodily Injury by Disease, each employee (See Form WC2)
General Liability	$500,000 per Person, $1,000,000 per Occurrence, $100,000 Property Damage or $1,000,000 Combined Single Limit (See Form GL3)
Vehicle Liability	$500,000 per Person, $1,000,000 Per occurrence, $100,000 Property Damage or $1,000,000 Combined Single Limit (See Form VL3)
Hazardous Cargo Transporters Liability	$1,000,000 per Occurance (See form VLP3)

IDEMNIFICATION AND HOLD HARMLESS FOR CONTRACTORS AND SUBCONTRACTORS

The CONTRACTOR covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR, subcontractor(s) and other persons employed or utilized by the CONTRACTOR in the performance of the contract.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Steven M. Uphoff
Dion Fuels LLC
Respondent

Steven M. Uphoff
Signature

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

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

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR

CONTRACT FOR
UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

CONTRACTOR

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

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

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000 per Person
$ 1,000,000 per Occurrence
$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR

CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR

CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum. liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000.000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000 per Person
$1,000,000 per Occurrence
$ 100.000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

HAZARDOUS CARGO TRANSPORTERS LIABILITY
INSURANCE REQUIREMENTS
FOR

CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an **MCS-90** Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

$1,000,000 per Occurrence

DIONENT-03 VROLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Morris and Reynolds Insurance 14821 S Dixie Hwy Miami, FL 33176	PHONE (A/C, No, Ext): (305) 238-1000	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne America Insurance Co.	42331
INSURER B : LLoyds of London	15792
INSURER C : Bridgefield Casualty Ins Co.	10335
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC
Post Office Box 1209
Key West, FL 33041

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		62P100724-02 APPROVED BY RISK MANAGEMENT BY DATE 2/16/2022 WAVER N/A___ YES___	2/8/2022	2/8/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIQUOR LIAB	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		62P100724-02	2/8/2022	2/8/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			22UKPCB220002530009404	2/8/2022	2/8/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19642371	2/8/2022	2/8/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Petroleum Distributor - State of Florida MCS 90 *Monroe County BOCC, its employees and officials included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#

Pollution Liability - Broadened Coverage - Business Auto and Motor Carrier Coverage applies subject to a $1,000,000 limit.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIONENT-03 VROLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morris and Reynolds Insurance 14821 S Dixie Hwy Miami, FL 33176	CONTACT NAME: PHONE (A/C, No, Ext): (305) 238-1000 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : GuideOne America Insurance Co. — 42331
INSURED Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC Post Office Box 1209 Key West, FL 33041	INSURER B : LLoyds of London — 15792
	INSURER C : Bridgefield Casualty Ins Co. — 10335
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X		62P100724-02	2/8/2022	2/8/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIQUOR LIAB	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		62P100724-02	2/8/2022	2/8/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			22UKPCB220002530009404	2/8/2022	2/8/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19642371	2/8/2022	2/8/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Petroleum Distributor - State of Florida MCS 90 *Monroe County BOCC, its employees and officials included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#-99-0-2017/II

Pollution Liability - Broadened Coverage - Business Auto and Motor Carrier Coverage applies subject to a $1,000,000 limit.

CERTIFICATE HOLDER

Monroe County BOCC
Insurance Compliance
PO Box 100085 - FX
Duluth, GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIONENT-03 VROLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2022

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PRODUCER
Morris and Reynolds Insurance
14821 S Dixie Hwy
Miami, FL 33176

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 238-1000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne America Insurance Co.	42331
INSURER B : LLoyds of London	15792
INSURER C : Bridgefield Casualty Ins Co.	10335
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC
Post Office Box 1209
Key West, FL 33041

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			62P100724-02	2/8/2022	2/8/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIQUOR LIAB	$ 1,000,000
A	AUTOMOBILE LIABILITY			62P100724-02	2/8/2022	2/8/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			22UKPCB220002530009404	2/8/2022	2/8/2023	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		19642371	2/8/2022	2/8/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Petroleum Distributor - State of Florida MCS 90 *Monroe County - District School Board its employees and officials Included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#-99-0-2017/II

CERTIFICATE HOLDER

Monroe County - District School Board
Post Office Box 1788
Key West, FL 33041-1788

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: February 27, 2023

TO: Daryl Greenlee, Director
Fleet Management

Tammy Acevedo
Executive Assistant

FROM: Liz Yongue, Deputy Clerk

SUBJECT: February 15, 2023 BOCC Meeting

The following item has been executed and added to the record:

C19 1st Amendment to renew the existing contract with Dion Fuels LLC for one-year term beginning March 15th, 2023.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

FIRST RENEWAL OF AGREEMENT BETWEEN MONROE COUNTY AND DION FUELS, LLC

THIS AGREEMENT is made and entered into this 20th day of February 2023 between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and **DION FUELS LLC.**, a Florida Corporation, to renew the agreement between the parties dated February 16th, 2022.

WHEREAS, on February 16th, 2022, the parties entered into an agreement to provide fuel services for Monroe County, and

WHEREAS, the term of the initial agreement provides the County with the option to renew the Agreement for four (4) additional one (1) year periods beginning March 15th, 2023, and

WHEREAS, all other terms of the Agreement between the parties, dated March 15th 2022, remain in full force and effect.

NOW, THEREFORE, pursuant to the terms of the original Agreement, the parties agree to renew the Agreement for one (1) additional year beginning on March 15th 2023.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

FILED FOR RECORD
2023 FEB 27 AM 11:05
CLERK CIR CT
MONROE COUNTY, FLA

WITNESSES:

_____
Witness 1

_____
Witness 2

DION FUELS, LLC

By _____

Judith K Simons
Print Name

Property Mgr.
Title

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
1/19/23

DIONENT-03 ARAVELO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Morris and Reynolds Insurance
14821 S Dixie Hwy
Miami, FL 33176

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 238-1000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : LLoyds of London	15792
INSURER C : Clear Spring Property and Casualty Company	15563
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC
Post Office Box 1209
Key West, FL 33041

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		62P100724-03	2/8/2023	2/8/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIQUOR LIABILIT	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO							
	X OWNED AUTOS ONLY / SCHEDULED AUTOS	X		62P100724-03	2/8/2023	2/8/2024	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			23UKPCB220002530009404	2/8/2023	2/8/2024	AGGREGATE	$
	DED X RETENTION $ 0						All Aggregates	$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		CS-WC- 012104-01	2/8/2023	2/8/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Petroleum Distributor - State of Florida MCS 90 *Monroe County BOCC, its employees and officials included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#

Pollution Liability - Broadened Coverage - Business Auto and Motor Carrier Coverage applies subject to a $1,000,000 limit.

APPROVED EX RISK MANAGEMENT
BY
DATE 2.6.23
WAIVER N/A X YES

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE A
THE EXPIRATION D
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (hereafter "Consent Agreement") is entered into this 15th day of June, 2023, by and between **MONROE COUNTY**, a political subdivision of the State of Florida (hereafter "County"), **DION FUELS LLC.**, ("Assignor") and **SUNSHINE GASOLINE DISTRIBUTORS, INC.** a Florida Corporation, ("Assignee").

WHEREAS, Dion Fuels, LLC., ("Dion Fuels") was acquired by Sunshine Gasoline Distributors, Inc. ("Sunshine Gas"); and

WHEREAS, Dion Fuels gasoline distribution business has been completely transitioned to and assumed by Sunshine Gas; and

WHEREAS, Assignor entered into an Agreement, dated February 16, 2022, and all amendments and renewals and/or extensions thereafter, with the Monroe County Board of County Commissioners, to supply fuel for the County fueling facilities, which Agreement is incorporated herein by reference (hereafter the "Original Contract"); and

WHEREAS, Assignor desires to assign and transfer to Assignee all of its rights, obligations and responsibilities in and to the Original Contract, subject to the terms, conditions, representations, covenants and agreements set forth in this Consent Agreement; and

WHEREAS, Assignee desires to assume all of the rights, obligations and responsibilities for the performance of all the services and other matters to be performed under the Original Contract as of May 22, 2023, in accordance with the terms set forth herein; and

WHEREAS, the Monroe County Board of County Commissioners has no objection to the assignment and assumption of the Original Contract and gives its consent to the assignment and assumption as required by Section 8 of the Original Contract;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the County, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of its rights, obligations and responsibilities and interest in, to and under the Original Contract, subject to the terms, covenants, agreements, representations and conditions thereof.

2. Acceptance. Assignee accepts the assignment of the Original Contract and agrees to be bound by all commitments, obligations and responsibilities required to be performed or complied with and assumes any liability directly caused by Assignor as a result of Assignor's defective performance or non-compliance with such commitments, obligations and responsibilities, regardless of whether the work had been required to be performed by Assignor prior to the assignment.

S.M.M. 6/15/2023 SS-OK 6/15/23

3. Consent. The County hereby consents to the assignment and assumption of the Original Contract and releases Assignor from all duties and obligations with respect to the Original Contract. The parties hereto agree that the Original Contract shall remain in full force and effect after giving effect to this Consent Agreement.

4. Counterparts. This Consent Agreement may be executed in two counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Consent Agreement to be duly executed and effective as of the date above written and retroactively applicable and enforceable against the parties herein as of May 22, 2023.

DION FUELS, LLC.
("ASSIGNOR")

Tax ID: 81-0935086

By: _____
Print Name: Steven M. Lipkowitz
Title: CEO / Managing Member

SUNSHINE GASOLINE DISTRIBUTORS, INC.
("ASSIGNEE")

Tax ID: 59-2785839

By: _____
Print Name: John Sanchez
Title: GM Commercial Fuels

ON BEHALF OF MONROE COUNTY
Subject to Ratification by the Board of County Commissioners

By: _____
Roman Gastesi, County Administrator

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
Date: 6.16.23

[remainder of page left blank]

6/15/2023

15-01C
6/15/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 138-926-1
SUNSHINE GASOLINE DISTRIBUTORS INC
1650 NW 87TH AVE
DORAL, FL 33172-2614

COVERAGES **CERTIFICATE NUMBER: 1014** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	9313870	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	N	9313870	04/21/2023	04/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9313871	04/21/2023	04/21/2024	EACH OCCURRENCE AGGREGATE	$6,000,000 $6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

CERTIFICATE HOLDER

138-926-1 1014 1
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON ST
KEY WEST, FL 33040-3110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Nicholas R. Zoeller

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AGENCY CUSTOMER ID: 138-926-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		SUNSHINE GASOLINE DISTRIBUTORS INC 1650 NW 87TH AVE DORAL, FL 33172-2614
POLICY NUMBER SEE CERTIFICATE # 1014.1		
CARRIER SEE CERTIFICATE # 1014.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1014.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: MONROE COUNTY BOCC, ITS EMPLOYEES AND OFFICIALS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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PRODUCER
South Pointe Services, LLC
1444 Bloomingdale Ave
Valrico FL 33596

CONTACT NAME: Denise Sellers
PHONE (A/C, No, Ext): (813) 661-0382 **FAX (A/C, No):**
E-MAIL ADDRESS: denise@spisfla.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunshine Gasoline Distributors Inc
1650 NW 87 Ave
Doral FL 33172

COVERAGES **CERTIFICATE NUMBER:** 23-24 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	☐ OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4237997	04/21/2023	04/21/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (hereafter "Consent Agreement") is entered into this 15th day of June, 2023, by and between **MONROE COUNTY,** a political subdivision of the State of Florida (hereafter "County"), **DION FUELS LLC.,** ("Assignor") and **SUNSHINE GASOLINE DISTRIBUTORS, INC.** a Florida Corporation, ("Assignee").

WHEREAS, Dion Fuels, LLC., ("Dion Fuels") was acquired by Sunshine Gasoline Distributors, Inc. ("Sunshine Gas"); and

WHEREAS, Dion Fuels gasoline distribution business has been completely transitioned to and assumed by Sunshine Gas; and

WHEREAS, Assignor entered into an Agreement, dated February 16, 2022, and all amendments and renewals and/or extensions thereafter, with the Monroe County Board of County Commissioners, to supply fuel for the County fueling facilities, which Agreement is incorporated herein by reference (hereafter the "Original Contract"); and

WHEREAS, Assignor desires to assign and transfer to Assignee all of its rights, obligations and responsibilities in and to the Original Contract, subject to the terms, conditions, representations, covenants and agreements set forth in this Consent Agreement; and

WHEREAS, Assignee desires to assume all of the rights, obligations and responsibilities for the performance of all the services and other matters to be performed under the Original Contract as of May 22, 2023, in accordance with the terms set forth herein; and

WHEREAS, the Monroe County Board of County Commissioners has no objection to the assignment and assumption of the Original Contract and gives its consent to the assignment and assumption as required by Section 8 of the Original Contract;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the County, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of its rights, obligations and responsibilities and interest in, to and under the Original Contract, subject to the terms, covenants, agreements, representations and conditions thereof.

2. Acceptance. Assignee accepts the assignment of the Original Contract and agrees to be bound by all commitments, obligations and responsibilities required to be performed or complied with and assumes any liability directly caused by Assignor as a result of Assignor's defective performance or non-compliance with such commitments, obligations and responsibilities, regardless of whether the work had been required to be performed by Assignor prior to the assignment.

S. M. M.A 6/15/2023 BS-OK 6/15/23

3. Consent. The County hereby consents to the assignment and assumption of the Original Contract and releases Assignor from all duties and obligations with respect to the Original Contract. The parties hereto agree that the Original Contract shall remain in full force and effect after giving effect to this Consent Agreement.

4. Counterparts. This Consent Agreement may be executed in two counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Consent Agreement to be duly executed and effective as of the date above written and retroactively applicable and enforceable against the parties herein as of May 22, 2023.

DION FUELS, LLC.
("ASSIGNOR")

Tax ID: 81-0935086

By: _____
Print Name: Steven M. Lipkowitz
Title: CEO / Managing Member

SUNSHINE GASOLINE DISTRIBUTORS, INC.
("ASSIGNEE")

Tax ID: 59-2785839

By: _____
Print Name: John Sanchez
Title: GM Commercial Fuels

ON BEHALF OF MONROE COUNTY
Subject to Ratification by the Board of County Commissioners

By: _____
Roman Gastesi, County Administrator

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
Date: 6.16.23

[remainder of page left blank]

6/15/2023

15-01C
6/15/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 138-926-1
SUNSHINE GASOLINE DISTRIBUTORS INC
1650 NW 87TH AVE
DORAL, FL 33172-2614

COVERAGES **CERTIFICATE NUMBER: 1014** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	9313870	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	N	9313870	04/21/2023	04/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9313871	04/21/2023	04/21/2024	EACH OCCURRENCE AGGREGATE	$6,000,000 $6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

CERTIFICATE HOLDER

138-926-1 1014 1
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON ST
KEY WEST, FL 33040-3110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Nicholas R. Zoeller

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AGENCY CUSTOMER ID: 138-926-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		SUNSHINE GASOLINE DISTRIBUTORS INC 1650 NW 87TH AVE DORAL, FL 33172-2614
POLICY NUMBER SEE CERTIFICATE # 1014.1		
CARRIER SEE CERTIFICATE # 1014.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1014.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: MONROE COUNTY BOCC, ITS EMPLOYEES AND OFFICIALS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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PRODUCER
South Pointe Services, LLC
1444 Bloomingdale Ave
Valrico FL 33596

CONTACT NAME: Denise Sellers
PHONE (A/C, No, Ext): (813) 661-0382 **FAX (A/C, No):**
E-MAIL ADDRESS: denise@spisfla.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunshine Gasoline Distributors Inc
1650 NW 87 Ave
Doral FL 33172

COVERAGES **CERTIFICATE NUMBER:** 23-24 WC **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	☐ OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4237997	04/21/2023	04/21/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C14
2023-2045

BULK ITEM: Yes

DEPARTMENT: Parks and Beaches

TIME APPROXIMATE:
N/A

STAFF CONTACT: Suzi Rubio

AGENDA ITEM WORDING:

Approval to advertise a Public Hearing to consider adoption of an Ordinance adding park hours for Harry Harris Park, Blue Heron Park and Pine Channel Nature Park and amending the hours at Bay Point Park, Big Coppitt Volunteer Fire Department, Friendship Park, Key Largo Community Park, Big Pine Key Park, and Murray E. Nelson Government Center Park. The proposed ordinance would also formally codify the creation of Pine Channel Nature Park and Blue Heron Park in the Monroe County Code of Ordinances.

ITEM BACKGROUND:

The Monroe County Parks and Beaches Department wishes to include and/or revise certain park hours, specifically Harry Harris Park, Blue Heron Park, Pine Channel Nature Park, Bay Point Park, Big Coppitt Volunteer Fire Department, Friendship Park, Key Largo Community Park, Big Pine Key Park, and Murray E. Nelson Government Center Park in order to ensure that the operational hours of these parks align with the established standards for other county parks.

Additionally, in reviewing Chapter 18, staff became aware that two parks are not formally codified within the Monroe County Code of Ordinances (MCC). During its regular meeting on August 17, 2022, the Board of County Commissioners adopted Emergency Ordinance 020-2022 with respect to Pine Channel Nature Park. Therefore, a new section, 18-31, will be introduced, specifically dedicated to Pine Channel Nature Park. This new section provides comprehensive guidelines covering specific conduct, prohibited activities, regulations, and park hours for Pine Channel Nature Park. Blue Heron Park has been utilized as a County Park since the County purchased the property in the early 1990s. However, this park was inadvertently not included in the MCC.

PREVIOUS RELEVANT BOCC ACTION:
On April 20, 2022, The BOCC, at its regularly scheduled meeting approved "Pine Channel Nature Park" as the name for this Property. **On August 17, 2022,** The BOCC, at its regularly scheduled meeting adopted Emergency Ordinance 020-2022, codifying rules and regulations applicable to Pine

Channel Nature Park. The BOCC adopts and incorporates the recitals in Emergency Ordinance 020-2022 as additional legislative intent of the BOCC pertaining to this Ordinance.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Proposed Ordinance
Emergency Ordinance 020-2022-Pine Channel Nature Park
02-21-24 Business Impact Harry Harris Times_v3_NMA_02.01.24 TA.pdf

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FINANCIAL IMPACT:
Effective Date: 02/21/2024
Expiration Date: N/A
Total Dollar Value of Contract: N/A
Total Cost to County: Minimal costs for publication of the applicable advertising for a public hearing.
Current Year Portion:
Budgeted: N/A
Source of Funds:
CPI:
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: Yes If yes, amount: TBD
Grant: N/A
County Match: N/A
Insurance Required: No
Additional Details:

ORDINANCE NO._____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING SECTION 18-27 OF THE MONROE COUNTY CODE OF ORDINANCES, ENTITLED "RULES OF CONDUCT AND OPERATIONAL PROCEDURES FOR CERTAIN PARKS" TO INCLUDE PARK HOURS FOR HARRY HARRIS PARK, BLUE HERON PARK, AND PINE CHANNEL PARK AND MODIFICATION TO THE HOURS AT BAY POINT PARK, BIG COPPITT VOLUNTEER FIRE DEPARTMENT PARK, FRIENDSHIP PARK, KEY LARGO COMMUNITY PARK, BIG PINE KEY PARK, AND MURRAY E. NELSON GOVERNMENT CENTER PARK AND CODIFYING THE CREATION OF THE PINE CHANNEL NATURE PARK AND BLUE HERON PARK; BY AMENDING CHAPTER 18, ARTICLE II, BY THE ADDITION OF SECTION 18-31 TO INCLUDE A SECTION ON CONDUCT SPECIFIC TO THE PINE CHANNEL NATURE PARK FOR PROHIBITED ACTIVITIES AND REGULATIONS AND PARK HOURS PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under F.S. 125.01(1)(f), the Board of County Commissioners (BOCC) for Monroe County is granted the authority to provide parks, playgrounds, and recreation areas; and

WHEREAS, the BOCC finds that public parks and recreation areas provide sites where the families and citizens of Monroe County can benefit from and engage in healthy recreational activities; and

WHEREAS, BOCC finds that the creation of programming at the County's parks and recreation are in the best interests of the citizens of Monroe County; and

WHEREAS, under F.S. 125.74(1)(g), the County Administrator has the authority to supervise the care and custody of all County property; and

WHEREAS, the BOCC further intends that this Ordinance be adopted to protect

the public health and safety and promote safe use of Bay Point Park, Big Coppitt Volunteer Fire Department Park, Friendship Park, Key Largo Community Park, Harry Harris Park, Blue Heron Park, Murray E. Nelson Government Center Park, Big Pine Key Park, and Pine Channel Nature Park; and

WHEREAS, Harry Harris Park, Pine Channel Nature Park, and Blue Heron Park do not currently have hours codified in the Code of Ordinances; and

WHEREAS, the hours of Bay Point Park, Big Coppitt Volunteer Fire Department Park, Big Pine Key Park, Friendship Park and Murray E. Nelson Government Center should be modified to reflect the uses at the Park; and

WHEREAS, the Monroe County Sheriff and his deputies are authorized by law to enforce Florida Laws and County Ordinances; and

WHEREAS, Harry Harris Park, Pine Channel Nature Park, and Blue Heron Park must have hours of operation established by Ordinance in order for the Sheriff and his deputies to enforce those hours; and

WHEREAS, an amendment to section 18-27 of the Code of Ordinances providing hours of operation for Harry Harris Park and Blue Heron Park and modification of the hours at Bay Point Park, Big Coppitt Volunteer Fire Department Park, Big Pine Key Park, Friendship Park and Murray E. Nelson Government Center Park will promote the health, safety and welfare of the citizens and visitors of Monroe County; and

WHEREAS, the BOCC purchased the property known as Blue Heron Park in Big Pine Key in 1990; and

WHEREAS, Blue Heron Park has been operated as a park by the County for at least as long as the County has owned the property; and

WHEREAS, the creation of the park was inadvertently never codified in the Monroe County Code of Ordinances; and

WHEREAS, the BOCC now wishes to codify those rules and regulations into the County Code of Ordinances to achieve uniformity with the County's rules and regulations concerning other County parks and beaches; and

WHEREAS, the Florida Department of Environmental Protection, operating as the State of Florida Department of Environmental Protection, Division of Recreation and Parks, Office of Greenways and Trails, as Sublessor, entered into a sublease of the Property with Monroe County, as Sublessee, under a Sublease Agreement (No. 4341-001) dated May 6, 2014, currently referred to as Pine Channel Nature Park; and

WHEREAS, the County obtained the sublease of the Property for the purpose of

protecting and restoring native habitats while providing opportunities for public recreation and enjoyment; and

WHEREAS, since leasing the property, the County has worked with the Florida Department of Transportation (FDOT) and the Monroe County Tourist Development Council (TDC) to obtain grants and other funding to develop the property and provide an open air public recreational park for the community; and

WHEREAS, the BOCC, at its regularly scheduled meeting on April 20, 2022, approved "Pine Channel Nature Park" as the name for this Property; and

WHEREAS, the BOCC, at its regularly scheduled meeting on August 17, 2022, adopted Emergency Ordinance 020-2022, codifying rules and regulations applicable to Pine Channel Nature Park; and

WHEREAS, the BOCC adopts and incorporates the recitals in Emergency Ordinance 020-2022 as additional legislative intent of the BOCC pertaining to this Ordinance; and

WHEREAS, the BOCC now wishes to codify those emergency rules and regulations into the County Code of Ordinances to achieve uniformity with the County's rules and regulations concerning other County parks and beaches; and

WHEREAS, the BOCC further intends that this Ordinance be adopted to protect the public health and safety and promote safe use of both Blue Heron Park and Pine Channel Nature Park; and

WHEREAS, it is the intention of the BOCC that this Ordinance shall establish and codify within the Monroe County Code of Ordinances Blue Heron Park and Pine Channel Nature Park.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, THAT THE MONROE COUNTY CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

SECTION 1: The above stated recitals to this Ordinance are hereby incorporated into this Ordinance by the BOCC as the legislative intent pertaining to this Ordinance.

SECTION 2: That Section 18-27 of the Code of Ordinances is hereby amended as follows*:

Sec. 18-27. - Rules of conduct and operational procedures for certain parks.

(a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly

indicates a different meaning:

[…]

Big Pine Key Park means Tract A, Whispering Pines Subdivision, Plat #3 as recorded in Plat Book 4 at Page 59 in the Public Records of Monroe County, Florida (RE#286360-000000) formerly known as Mariners Resort.

Blue Heron Park means the area described as follows: Tracts DW and EJ, Pine Key Acres, Big Pine Key, Florida as recorded in Official Records Book 509, at page 1047, of the Public Records of Monroe County, Florida.

Burr Beach Park means the area described as follows: Section 33, Township 62, Range 38, Park Sunny Haven PB1-185 Key Largo (Alternate Key: 8654944, Parcel ID: 00557181-000000).

[…]

Palm Villa Park means the area described as follows: Park-Palm Villa, Big Pine Key RE# 00285080-00000; Plat Book 1-89, Section 23, Township 66S, Range 29E (.61 acres).

Pine Channel Nature Park means the area situated in Section 27, Township 66, Range 29, Big Pine Key, Monroe County, State of Florida, Alternate Key No. 8968334, Parcel ID No. 00111740-000100.

Ramrod Park means Lot 2, Block 3, Silver Shore Estates, according to the plat thereof as recorded in Plat Book 4, Page 111 of the public records of Monroe County, Florida, RE# 00211080-000000.

[…]

(c) *Park hours*

(1) The parks and beaches listed above are open to the public, Monday through Sunday, from 7:30 a.m. until sunset with the following exceptions:

- Bay Point Park is open every day from 7:30 a.m. until ~~10:30 p.m.~~ sunset with the exception of the tennis court. The Bay Point Park tennis court is open every day from 7:30 a.m. until 10:00 p.m.;
- Bernstein Park is open every day from 7:00 a.m. until 10:00 p.m.;
- Big Coppitt Volunteer Fire Department Park is open every day from 7:30 a.m. until ~~10:00~~ 9:00 p.m.;
- Big Pine Key Park is open every day from 7:30 a.m. until ~~8:30~~ 9:30 p.m.;
- Blue Heron Park is open every day from 7:30 a.m. to sunset with the exception of the pickleball courts. The Blue Heron Park pickleball courts are open every day from 7:30 a.m. until 9:00 p.m.
- Burr Beach Park is open every day from sunrise until sunset;
- Friendship Park is open every day from 7:30 a.m. until ~~8:30 p.m.~~ sunset with the exception of the basketball courts. The Friendship Park basketball courts are

open every day from 7:30 a.m. until 9:00 p.m.;

- Harry Harris Park is open every day from sunrise until one-half hour after sunset, with the exception of the athletic fields. The Harry Harris Park athletic fields are open every day from sunrise until 10:00 p.m.;
- Key Largo Community Park is open every day from 7:00 a.m. to ~~9:00~~9:30 p.m.;
- Murray E. Nelson Government Center Park is open every day from 7:00 a.m. until ~~9:00 p.m.~~ one-half hour after sunset;
- Pine Channel Nature Park is open every day from 7:30 a.m. until one-half hour after sunset;
- Rowell's Waterfront Park is open every day from 7:30 a.m. until one-half hour after sunset;
- Watson Field Park is open every day from 7:30 a.m. to 10:00 p.m.

SECTION 3: Article II, Conduct in Specific Parks, shall be amended as follows by creating an additional separate section, 18-31, titled "Pine Channel Nature Park" to include the following language:

Sec. 18-31. – Pine Channel Nature Park

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(b) *Prohibited activities.* The following activities are prohibited at Pine Channel Nature Park:

(1) Camping.
(2) Possession or consumption of alcoholic beverages. For the purposes of this section, the term "alcoholic beverages" means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume.
(3) Glass Containers.
(4) Fires, campfires, personal grills, and bonfires. Charcoal fires will be permitted, however, in the county-provided permanently installed grill structures in designated areas.
(5) Motorboats, jet skis, or motorized watercraft of any type.
(6) Golf balls and golfing. No person may hit or otherwise propel, place, or leave golf balls in the park.
(7) Operation of drones from the park premises.
(8) Use, handling, possession, or discharge of fireworks or explosives.
(9) Fishing.
(10) Mooring.
(11) Diving and jumping from the deck are prohibited.
(12) Laying on picnic tables.

(c) *Dogs.* Dogs are allowed in Pine Channel Nature Park under the following conditions:

(1) Dogs must be kept on a leash no greater than eight (8) feet long.
(2) Dogs are not allowed in the swimming basin.
(3) All dogs must be accompanied at all times by an adult human owner or handler.
(4) Dog owners or handlers must clean up after dogs and properly dispose of waste. The County shall provide dog waste bags stations for this purpose.
(5) Dogs exhibiting aggressive behavior towards a human or animal or creating a nuisance must be immediately removed from the park.
(6) There shall be no more than three (3) dogs per owner or handler per visit.
(7) Puppies under four (4) months of age are not allowed.
(8) If a dog digs, the dog must be stopped immediately, and the owner/handler must fill the hole.
(9) All dogs must have current rabies vaccinations and county licenses and be wearing their tags while in the park.
(10) Dogs in heat, ill, and having excessive fleas, ticks, or other internal or external parasites, are not allowed.

(d) *Parking.* Patrons of Pine Channel Nature Park shall park vehicles inside the park only in designated areas, and may not park along or on the right-of-way, bike paths, or roadway of Overseas Highway. No person may park, stand or stop a recreational vehicle camper or trailer within the fenced, gated, or posted area of Pine Channel Nature Park.

(e) *Docking, embarking and disembarking.* The boat ramp shall only be used to launch or land kayaks, canoes, paddle boards, and similar self-propelled watercraft.

(f) *Preservation of Park Property and Wildlife.* No person shall vandalize, deface, or destroy any park property or equipment within a park site. No person shall damage or remove plant material. No person shall harm or mistreat any wildlife.

(g) *Penalties*. A violation of any of the provisions set forth in this Ordinance shall be punishable as provided in section 18-27(q) of the Monroe County Code of Ordinances.

SECTION 4: SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 5: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 6: INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately

renumbered to conform to the uniform numbering system of the Code.

SECTION 7: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of State and shall be effective as provided in section 125.66(2), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____ day of _____, 2024.

Mayor Holly Merrill Raschein	_____
Mayor *Pro Tem* James K. Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairperson

ORDINANCE NO. 020 - 2022

AN EMERGENCY ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, PROVIDING FOR CREATION OF PINE CHANNEL NATURE PARK; PROVIDING FOR PARK HOURS; PROVIDING FOR PERMISSIBLE AND PROHIBITED ACTIVITIES; PROVIDING FOR PENALITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under Florida Statutes, Section 125.0l(l)(f), the Board of County Commissioners for Monroe County (BOCC or County) is granted the authority, among others, to provide parks, playgrounds and recreation areas; and

WHEREAS, the BOCC finds that public parks and recreation areas provide sites where the families and citizens of Monroe County can benefit from and engage in healthy recreational activities; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees of the IITF) owns certain lands located at 29550 Overseas Highway, Big Pine Key, Florida 33043, (Property), as part of the Florida Forever conservation and recreation land acquisition program and was acquired for the purposes of conservation and recreation by providing public access to outstanding Florida Waters; and

WHEREAS, the Board of Trustees of the IITF, as Lessor, leased the Property to the Florida Department of Environmental Protection, Division of Recreation and Parks (DEP), as Lessee, under a Lease Agreement, Old Keys Bridges Trail (No. 4341), dated November 2, 2001; and

WHEREAS, DEP, operating as the State of Florida Department of Environmental Protection, Division of Recreation and Parks, Office of Greenways and Trails, as Sublessor, entered into a sublease of the Property with Monroe County, as Sublessee, under a Sublease Agreement (No. 4341-001) dated May 6, 2014; and

WHEREAS, the County obtained the sublease of the Property for the purpose of protecting and restoring native habitats while providing opportunities for public recreation and enjoyment; and

WHEREAS, there is also a Conservation Management Plan for the property pursuant to Fla. Stat., Sec. 253.034, and the terms of the Sublease; and

WHEREAS, since leasing the property, the County has worked with the Florida Department of Transportation (FDOT) and the Monroe County Tourist Development Council (TDC) to obtain grants and other funding to develop the property and provide an open air public recreational park for the community; and

WHEREAS, the County has now completed its improvements to the Property and plan to operate it as a County Park and serve as a rest stop and trailhead on the Overseas Highway Trail; and

WHEREAS, the BOCC, at its regularly scheduled meeting on April 20, 2022, approved "Pine Channel Nature Park" as the name for this Property; and

WHEREAS, the BOCC and County staff plan to have a grand opening of the Pine Channel Nature Park on August 24, 2022; and

WHEREAS, the BOCC finds that providing Pine Channel Nature Park in Big Pine Key as a free and open public recreational area will offer such a recreational park area that benefits the families and citizens of Monroe County; and

WHEREAS, under Florida Statutes, Sec. 125.66(3), the BOCC is granted the authority for emergency enactment of ordinances; and

WHEREAS, it is the vision and desire of the BOCC to immediately provide and make available Pine Channel Nature Park as a public park beginning on August 24, 2022, through emergency enactment of this Ordinance as permitted by Florida Statutes; and

WHEREAS, without proceeding through this emergency enactment, the Pine Channel Nature Park in Big Pine Key would not have enforceable rules, thus delaying the grand opening of the park area for several months and it would not be available for the public to enjoy and benefit from during an important holiday for Monroe County citizens, that being Labor Day Weekend; and

WHEREAS, the BOCC further intends that this Ordinance be adopted to protect the public health and safety and promote safe use of Pine Channel Nature Park; and

WHEREAS, the Monroe County' Sheriff and his deputies are authorized by law to enforce Florida Laws and County Ordinances; and

WHEREAS, Pine Channel Nature Park must have written rules established by Ordinance in order for the Sheriff and his deputies to enforce those rules; and

WHEREAS, the BOCC does hereby declare that an emergency exists, and that immediate enactment of this Ordinance is necessary, and by no less than a four-fifths vote of the BOCC does hereby waive notice of intent to consider this Ordinance; and

WHEREAS, it is the intention of the BOCC that this Ordinance shall establish the initial set of rules for Pine Channel Nature Park, but that a more comprehensive ordinance will be considered at a later date after public discussions and input, and that the future ordinance shall be codified into the Monroe County Code of Ordinances after regular meetings as to any further development, establishment, and implementation of Pine Channel Nature Park.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

SECTION 1: LEGISLATIVE FINDINGS AND INTENT. The above stated recitals to this Ordinance are hereby incorporated into this Ordinance by the BOCC as the legislative intent pertaining to this Ordinance.

SECTION 2: EMERGENCY ENACTMENT. Pursuant to State law and based on the legislative findings set forth herein, it is declared that an emergency exists requiring immediate action by the BOCC.

SECTION 3: PINE CHANNEL NATURE PARK. For purposes of this Ordinance, Pine Channel Nature Park means the area situated in Section 27, Township 66, Range 29, Big Pine Key, Monroe County, State of Florida, Alternate Key No. 8968334, Parcel ID No. 0011174-000100, and more particularly described as shown on Exhibit "A" attached hereto and made a part hereof.

SECTION 4: PARK HOURS. Pine Channel Nature Park shall be open every day from 7:30 a.m. until Sunset.

SECTION 5: PROHIBITED ACTIVITIES. The following activities are prohibited at Pine Channel Nature Park:

1. Camping.
2. Possession or consumption of alcoholic beverages. For the purposes of this section, the term "alcoholic beverages" means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume.
3. Glass Containers.
4. Fires, campfires, and bonfires. Charcoal fires will be permitted, however, in the county-provided permanently installed grill structures in designated areas.
5. Personal grills.
6. Motor boats, jet skis, or motorized watercraft of any type.
7. Golf balls and golfing. No person may hit or otherwise propel, place, or leave golf balls in the park.
8. Operation of drones from the park premises.
9. Use, handling, possession, or discharge of fireworks or explosives.
10. Fishing.
11. Mooring.

SECTION 6: DOGS. Dogs are allowed in Pine Channel Nature Park under the following conditions:

a. Dogs must be kept on a leash no greater than eight (8) feet long.
b. Dogs are not allowed in the swimming basin.
c. All dogs must be accompanied at all times by an adult human owner or handler.
d. Dog owners or handlers must clean up after dogs and properly dispose of waste. The County for this purpose.
e. Dogs exhibiting aggressive behavior towards a human or animal or creating a nuisance must be immediately removed from the park.

f. There shall be no more than three (3) dogs per owner or handler per visit.
g. Puppies under four (4) months of age are not allowed.
h. If a dog digs, the dog must be stopped immediately, and the owner/handler must fill the hole.
i. All dogs must have current rabies vaccinations and county licenses and be wearing their tags while in the park.
j. Dogs in heat, ill, and having excessive fleas, ticks, or other internal or external parasites, are not allowed.

SECTION 7: USE OF DECK. Diving and jumping from the deck and mooring of boats are prohibited.

SECTION 8: PARKING. Patrons of Pine Channel Nature Park shall park vehicles inside the park only in designated areas, and may not park along or on the right-of-way, bike paths, or roadway of Overseas Highway.

SECTION 9: DOCKING, EMBARKING and DISEMBARKING. The boat ramp shall only be used to launch or land kayaks, canoes, paddle boards, and similar self-propelled watercraft.

SECTION 10: SHELTERS. Shelters are available on a first come first serve basis, but can be reserved by calling 305-453-8808 or by visiting our website at www.monroecounty-fl.gov.

SECTION 11: CONCESSIONAIRE. Only a concessionaire and/or vendor approved by the BOCC are allowed on the premises. No unauthorized commercial activity is allowed.

SECTION 12: PENALTIES. A violation of any of the provisions set forth in this Ordinance shall be punishable as provided in section 18-27(p) and section 1-8 of the Monroe County Code of Ordinances.

SECTION 13: SEVERABILITY. If any portion of this Ordinance is for any reason held invalid or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstances, such holding shall not affect its applicability to any other person, property, or circumstances.

SECTION 14: PRESERVATION OF PARK PROPERTY AND WILDLIFE. No person shall vandalize, deface, or destroy any park property or equipment within a park site. No person shall damage or remove plant material. No person shall harm or mistreat any wildlife.

SECTION 15: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

SECTION 16: FILING: Pursuant to F.S. §125.66(3), the Clerk is directed to transmit by email a certified copy of this Ordinance to the Florida Department of State as soon after enactment as is practicable and to the Municipal Code Corporation for publication; however, the editors at Municipal Code Corporation are directed not to codify this Ordinance without further direction from the BOCC.

SECTION 17: EFFECTIVE DATE. This Ordinance shall become effective immediately upon the Clerk's receipt of a confirmation email from the Department of State.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, through emergency enactment procedures authorized by F.S. §125.66(3), on the 17th day of August 2022.

Mayor David Rice	Yes
Mayor Pro Tem Craig Cates	Yes
Commissioner Michelle Coldiron	Yes
Commissioner James K, Scholl	Yes
Commissioner Holly Merrill Raschein	Yes

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

FILED FOR RECORD
2022 SEP 13 PM 12:21
CLERK CIR.CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 8/09/2022

EXHIBIT "A"
LEGAL DESCRIPTION OF THE SUBLEASED PREMISES

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, BEAR WEST ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, FOR A DISTANCE OF 450 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING, BEAR SOUTH AND PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, FOR A DISTANCE OF 327.12 FEET, TO A POINT; THENCE BEAR WEST AT RIGHT ANGLES AND ON A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF GOVERNMENT LOT 1, FOR A DISTANCE OF 380 FEET, MORE OR LESS TO THE SHORELINE OF PINE CHANNEL; THENCE MEANDER THE SHORELINE OF PINE CHANNEL IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 280 FEET MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 458.14 FEET MORE OR LESS, BACK TO THE POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF SUBMERGED LAND IN NORTH PINE CHANNEL, WESTERLY OF AND ADJACENT TO A PART OF GOVERNMENT LOTS 1 AND 2 IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN N 88°50'02" W ALONG THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 450.00 FT.; THENCE S 00°15'42" W, PARALLEL WITH THE EAST LINE OF U.S. GOVERNMENT LOT 1, A DISTANCE OF 224.88 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF U.S. GOVERNMENT LOT 1, SAME BEING THE NORTH LINE OF U.S. GOVERNMENT LOT 2; THENCE IN U.S. GOVERNMENT LOT 2, CONTINUE S 00°15'42" W, 102.24 FT.; THENCE N 88°57'55" W, PARALLEL WITH THE NORTH LINE OF U.S. GOVERNMENT LOT 2, A DISTANCE OF 357.50 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF NORTH PINE CHANNEL FOR A POINT OF BEGINNING; THENCE S 44°43'50" W, 150.00 FT.; THENCE N 45°16'10" W, 12.80 FT.; THENCE N 60°26'46" W, 73.13 FT.; THENCE N 28°00'52" W, 94.69 FT.; THENCE N 00°36'44" W, A DISTANCE OF 69.54 FT. TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTIONS 90020 AND 90020-2533; THENCE RUN N 77°08'58" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 153.49 FT. TO THE MEAN HIGH WATER LINE OF NORTH PINE CHANNEL; THENCE ALONG SAID MEAN HIGH WATER LINE APPROXIMATED BY THE FOLLOWING COURSES; S 00°36'44" E, 65.51 FT.; THENCE S 28°00'52" E, 14.50 FT.; THENCE S 60°26'46" E, 49.49 FT.; THENCE S 45°16'10" E, A DISTANCE OF 32.78 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF U.S. GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST AND THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAPS SECTIONS 90020 AND 90020-2533; THENCE RUN N 88°50'02" W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 450.00 FT. FOR A POINT OF BEGINNING; THENCE RUN S 00°15'42" W, PARALLEL WITH THE SAID EAST LINE OF U.S. GOVERNMENT LOT 1, A DISTANCE OF 60.00 FT.; THENCE N 89°44'18" W, PERPENDICULAR WITH LAST DESCRIBED LINE, A DISTANCE OF 30.00 FT.; THENCE N 00°15'42" E, PARALLEL WITH SAID EAST LINE OF U.S.

BSM APPROVED
By JR Date 1-17-00

GOVERNMENT LOT 1, A DISTANCE OF 60.29 FT. TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 00°21'14" W, 1859.86 FT.; THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°48'44", A DISTANCE OF 26.37 FT. TO THE P.T. OF SAID CURVE; THENCE S 88°50'02" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 3.63 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MONROE COUNTY, FLORIDA.

CB/KD Olson
Parcels 9654 & 9658
Revised Description
Includes Submerged Parcel

BSM APPROVED
By _____ Date 1.17.00

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

September 13, 2022

Department of State
Administrative Code & Register
500 S Bronough Street
Tallahassee FL 32399-0250

To Whom It May Concern,

Attached is a copy of Emergency Ordinance No. 020-2022 of the Board of County Commissioners of Monroe County, Florida, providing for creation of Pine Channel Nature Park; providing for park hours; providing for permissible and prohibited activities; providing for penalties; and providing an effective date.

This Ordinance was adopted by the Monroe County Board of County Commissioners at a regular meeting, held in formal session, on August 17, 2022. Should you have any questions please feel free to contact me at (305) 292-3550.

Respectfully Submitted,

Kevin Madok, CPA, Clerk of
the Circuit Court & Comptroller &
ex-officio to the Monroe County
Board of County Commissioners

by: Liz Yongue, Deputy Clerk

cc: Parks and Beaches
County Administrator
County Attorney
MuniCode
BOCC
File

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

September 13, 2022

Honorable Kevin Madok
Clerk of the Circuit Court
Monroe County
500 Whitehead Street, Suite 101
Key West, Florida 33040

Attention: Liz Yongue

Dear Kevin Madok:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Monroe County Ordinance No. 020-2022, which was filed in this office on September 13, 2022.

Sincerely,

Anya Owens
Program Administrator

ACO/wlh

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: 03/20/2024

Proposed Ordinance Title/Reference: The purpose of this ordinance is to provide hours of operation for Harry Harris Park, Blue Heron Park, and Pine Channel Park. To amend the hours of operation for Bay Point Park, Big Coppitt Volunteer Fire Department Park, Friendship Park, Key Largo Community Park, Big Pine Key Park, and Murray E. Nelson Government Center; along with the codification of the creation of Pine Channel Nature Park and Blue Heron Park and related rules and regulations.

The Proposed Ordinance ☐ does ☒ does not fall under one of the following enumerated exceptions:[2]

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The proposed ordinance amends section 18-27 of the Monroe County Code of Ordinances (MCC), entitled "Rules of Conduct and Operational Procedures for Certain Parks" in order to include park hours for Harry Harris Park, Blue Heron Park, and Pine Channel Park. The ordinance also amends the park hours for Bay Point Park, Big Coppitt Volunteer Fire Department Park, Friendship Park, Key Largo Community Park, Big Pine Key Park, and Murray E. Nelson Government Center Park, along with the codification of the creation of Pine Channel Nature Park and Blue Heron Park and related rules and regulations.

The County has a substantial interest in ensuring and protecting the ability of the public to enjoy the parks while safeguarding the public's health, safety and welfare.

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.

[2] F.S. 125.66(3)(c)(2023)

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: This ordinance is not intended to impact any businesses in Monroe County.

b. New Charges/Fees on Businesses Impacted: There are no new charges or fees included in this ordinance.

c. Estimate of Regulatory Costs: This ordinance is not intended to impact any businesses in Monroe County.

Good Faith Estimate of Number of Businesses Likely Impacted: Monroe County staff estimates that businesses are not likely to be impacted by this ordinance.

Any Additional Information: N/A

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C15
2023-2079

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:

STAFF CONTACT: Daryl Greenlee

AGENDA ITEM WORDING: Approval to purchase a new service truck - Crane Service Body (steel) with Auto Crane HC-6 Mounted on Ford F-550 Super Cab, diesel 4X4 - to service all generators throughout Monroe County in the amount of $174,927 and authorization for Fleet Director to execute any and all necessary documentation to facilitate the purchase and delivery of the vehicle."Piggybacking" Sourcewell Contract # 110421-ALT. This purchase will replace unit FMS304, 2003 Ford F-350

ITEM BACKGROUND:
Unit being replaced was included in the FY24 Vehicle/Equipment Replacement List

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PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval from the Board

DOCUMENTATION:

230018 - F550SuperX84D195 SPEC.pdf
Altec 110421-ALT Pricing.pdf
Altec Contract 110421.pdf
CB5-132D WO.PDF
Monroe County FL CB5-132 Sourcewell with Drawer kit.pdf
Email_fr_DG.pdf

FINANCIAL IMPACT:
Funds for this purchase is available in Fleet's cost center 23501 - account SC_00100 Vehicles

Prepared for: ALTEC INDUSTRIES, CHASSIS TEAM

2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 315



Client Proposal

Prepared by:
Jessica Tortelli
Office: 216-524-2400

Quote ID: 230018

Date: 11/18/2022

Prepared for: ALTEC INDUSTRIES
CHASSIS TEAM
Prepared by: Jessica Tortelli
11/18/2022

Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 315 | Quote ID: 230018

As Configured Vehicle

Code	Description
Base Vehicle	
X5H	Base Vehicle Price (X5H)
Packages	
660A	Order Code 660A *Includes:* *- Transmission: TorqShift 10-Speed Automatic* *10R140 with neutral idle and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.* *- Wheels: 19.5" x 6" Argent Painted Steel* *Hub covers/center ornaments not included.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder, storage, driver's side manual lumbar and 2 -way adjustable driver/passenger headrests.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 6 speakers.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and steering wheel audio controls.*
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 *Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.* *Includes:* *- Dual 68 AH/65 AGM Battery*
44G	Transmission: TorqShift 10-Speed Automatic *10R140 with neutral idle and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.*
X4L	Limited Slip w/4.30 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package *Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.*
Wheels & Tires	
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) *Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.*
64Z	Wheels: 19.5" x 6" Argent Painted Steel *Hub covers/center ornaments not included.*

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As Configured Vehicle (cont'd)

Code	Description
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage, driver's side manual lumbar and 2 -way adjustable driver/passenger headrests.*
Other Options	
PAINT	Monotone Paint Application
192WB	192" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 6 speakers.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and steering wheel audio controls.*
96V	XL Chrome Package *Includes:* *- Chrome Front Bumper* *- Bright Grille* *- Power Sliding Rear Glass w/Rear Window Defrost* *- Remote Start System* *- Halogen Fog Lamps*
473	Snow Plow Prep Package *Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines. Adding (67B) 397 amp alternators for diesel engine is highly recommended for max output.* *Includes:* *- 350 Amp Dual Alternators* *(190 amp and 160 amp).*
535	High Capacity Trailer Tow Package *Includes trailer brake wiring kit and upgraded rear axle. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer-Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.*
41H	Engine Block Heater
41P	Transfer Case Skid Plates
86M	Dual 68 AH/65 AGM Battery

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As Configured Vehicle (cont'd)

Code	Description
67A	350 Amp Dual Alternators *(190 amp and 160 amp).*
18B	Platform Running Boards
872	Rear View Camera & Prep Kit *Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.*
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*

Emissions

425	50-State Emissions System

Exterior Color

Z1_01	Oxford White

Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

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Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,340 lbs.
- * **GCWR: 37,000 lbs.**
- * **Fifth-wheel towing capacity: 27,600 lbs.**
- * **Gooseneck towing capacity: 27,600 lbs.**
- Vehicle body length: 277"
- Vehicle body width: 80"
- Vehicle body height: 82"
- Wheelbase: 192"
- Front track: 75"
- Rear track: 74"
- Vehicle turning radius: 27'
- Cab to axle: 84"
- Rear tire outside width: 94"
- Axle to end of frame: 47"
- Frame section modulus: 13 cu.in.
- Frame yield strength (psi): 50000
- Frame rail width: 34"
- Front bumper to front axle: 38"
- Front bumper to back of cab: 146"
- Front brake diameter: 15.4"
- Rear brake diameter: 15.8"
- Interior cargo volume with seats folded: 32 cu.ft.
- Max interior cargo volume: 32 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom first-row: 40.8"
- Headroom second-row: 40.3"
- Leg room first-row: 43.9"
- Leg room second-row: 33.5"
- Shoulder room first-row: 66.7"
- Shoulder room second-row: 65.8"
- Hip room first-row: 62.5"
- Hip room second-row: 64.7"

Powertrain

- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- Engine cylinders: V-8
- * **Compression ignition system**
- * **Horsepower: 330 HP@2200 RPM**
- * **Torque: 950 lb.-ft.@1850 RPM**
- * **Engine block heater**
- Radiator
- Auxiliary power take-off
- * **Engine retarder system**
- TorqShift 10-speed automatic
- Part-time 4WD
- Four-wheel drive
- * **Recommended fuel: diesel**
- * **Mechanical limited slip differential**
- Driveline managed traction control
- Auto locking hub control
- Electronic transfer case shift

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty front shock absorbers
- Heavy-duty rear shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes

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Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- * **Body-coloured front bumper rub strip**
- * **Black grille with chrome accents**
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Reverse opening right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels
- * **Side assist steps**
- Clearcoat paint
- Black fender flares
- Black windshield trim
- * **Chrome front bumper**
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Reverse opening left rear passenger door
- * **LT225/70RS19.5 AT BSW front and rear tires**

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- * **FordPass Connect smart device and keyfob engine start control**
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches
- Keyfob activated front door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel

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2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

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Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary monitor touchscreen
- Seek scan
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary LCD display
- AM/FM stereo radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Vehicle systems monitor
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- * **Front fog lights**
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- Cab clearance lights
- Fade interior courtesy lights

Technology and Telematics

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Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- * **Rear mounted camera**

Dimensions

General Weights

* **Curb weight**	**8,489 lbs.**	* **Rear curb weight**	**3,450 lbs.**
* **GVWR**	**19,500 lbs.**	* **Payload**	**11,230 lbs.**

Trailering Weights

* **Fifth-wheel towing capacity**	**27,600 lbs.**	* **Gooseneck towing capacity**	**27,600 lbs.**
Conventional capacity	18,340 lbs.	* **GCWR**	**37,000 lbs.**

Front Weights

* **Front curb weight**	**5,039 lbs.**	* **GAWR front**	**7,000 lbs.**
Axle capacity front	7,000 lbs.	* **Spring rating front**	**7,000 lbs.**
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* **GAWR rear**	**14,706 lbs.**	* **Axle capacity rear**	**14,706 lbs.**
* **Spring rating rear**	**14,706 lbs.**	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.2"

Exterior Measurements

Vehicle body length	277"	Vehicle body width	80"
Vehicle body height	82"	Wheelbase	192"
Front brake diameter	15.4"	Rear brake diameter	15.8"

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Selected Equip & Specs (cont'd)

Rear frame height loaded	29"	Rear frame height unloaded	34"
Front track	75"	Rear track	74"
Vehicle turning radius	27'	Cab to axle	84"
Rear tire outside width	94"	Axle to end of frame	47"
Frame section modulus	13 cu.in.	Frame yield strength (psi)	50000
Frame rail width	34"	Front bumper to front axle	38"
Front bumper to back of cab	146"		

Interior Measurements

Max interior cargo volume	32 cu.ft.	Interior cargo volume with seats folded	32 cu.ft.

Interior Volume

Total passenger volume	116.0 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.3"

Legroom

Leg room first-row	43.9"	Leg room second-row	33.5"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.8"

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"

Powertrain

Engine

* **Engine**	**Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**	* **Valves per cylinder**	**4**
Engine cylinders	V-8	Engine location	Front mounted engine
* **Ignition**	**Compression ignition system**	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* **Displacement**	**6.7L**	* **cc**	**405.9 cu.in.**
* **Bore**	**3.9"**	* **Stroke**	**4.25"**
* **Compression ratio**	**15.8**	SAEJ1349	AUG2004 compliant

Engine Power

* **Horsepower**	**330 HP@2200 RPM**	* **Torque**	**950 lb.-ft.@1850 RPM**

Alternator

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Selected Equip & Specs (cont'd)

* **Alternator amps**	**157A**
* **Alternator rating**	**175A**
* **Alternator type**	**Dual alternator**

Battery

Battery amps	78Ah
Battery rating	750CCA
* **Battery type**	**Dual lead acid battery**
Battery run down protection	Battery run down protection

Engine Extras

* **Block heater**	**Engine block heater**
Auxiliary power take-off	Auxiliary power take-off
Radiator	Radiator
* **Engine retarder**	**Engine retarder system**

Transmission

Transmission	TorqShift 10-speed automatic
Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission
Lock-up transmission	Lock-up transmission
First gear ratio	4.615
Second gear ratio	2.919
Third gear ratio	2.132
Fourth gear ratio	1.773
Fifth gear ratio	1.519
Sixth gear ratio	1.277
Reverse gear ratio	4.695
Seventh gear ratio	1
Eighth gear ratio	0.851
Ninth gear ratio	0.687
Tenth gear ratio	0.632
Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler
PTO transmission provision	PTO transmission provision

Drive Type

4WD type	Part-time 4WD
Drive type	Four-wheel drive

Drivetrain

* **Axle ratio**	**4.3**

Exhaust

Tailpipe	Stainless steel single exhaust

Fuel

* **Fuel type**	**diesel**

Fuel Tank

* **DEF capacity**	**7.20 gal.**
Fuel tank capacity	40.00 gal.

Drive Feature

* **Limited slip differential**	**Mechanical limited slip differential**
Traction control	Driveline managed traction control

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Selected Equip & Specs (cont'd)

Locking hub control ..... Auto locking hub control

Transfer case ..... Electronic transfer case shift

Provisions

* **Provisions** ..... **Snow plow provisions**

Fuel Economy and Emissions

Fuel Economy

* **Secondary fuel type** ..... **Diesel secondary fuel type**

Emissions

Emissions ..... Federal emissions

Suspension and Handling

Suspension

Suspension ..... Firm ride suspension

Front shock absorbers ..... Heavy-duty front shock absorbers

Rear shock absorbers ..... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes

Ventilated brakes ..... Front and rear ventilated disc brakes

ABS brakes ..... Four channel ABS brakes

ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ..... Hill Start Assist

Brake assist system ..... Brake assist system

Front Suspension

Anti-roll bar front ..... Front anti-roll bar

Suspension ride type front ..... Mono-beam rigid axle front suspension

Front Spring

* **HD front springs** ..... **Heavy-duty front springs**

Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear leaf springs

Rear springs ..... Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear ..... Rear anti-roll bar

Suspension type rear ..... Leaf spring rear suspension

* **Suspension ride type rear** ..... **Rigid axle rear suspension**

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Selected Equip & Specs (cont'd)

Steering

Steering ..... Hydraulic power-assist steering system
Steering type number of wheels ..... 2-wheel steering system
Steering type ..... Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter ..... 19.5"
Front wheels width ..... 6"

Rear Wheels

Rear wheels diameter ..... 19.5"
Rear wheels width ..... 6"

Front And Rear Wheels

Appearance ..... argent
Material ..... steel

Front Tires

Aspect 70
Sidewalls ..... BSW
* **Tread** ..... **AT**
Width 225mm
Diameter ..... 19.5"
Speed ..... S
Type ..... LT
* **Front wheel - RPM** **645**

Rear Tires

Aspect 70
Sidewalls ..... BSW
* **Tread** ..... **AT**
Width 225mm
Diameter ..... 19.5"
Speed ..... S
Type ..... LT
* **Rear wheel - RPM** **645**

Body Exterior

Trailering

Towing wiring harness ..... Trailer wiring harness
Towing trailer sway ..... Trailer sway control

Exterior Features

Number of doors ..... 4 doors
* **Side steps** ..... **Side assist steps**
* **License plate front bracket** ..... **Front license plate bracket**
* **Skid plate** ..... **1 underbody skid plate**
Front splash guards ..... Front splash guards

Body

Body panels ..... Aluminum body panels with side impact beams

Mirrors

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Selected Equip & Specs (cont'd)

Turn signal in door mirrors Turn signal indicator in door mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors

Tires

Front tires LT load rating G

Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking

Keyfob door locks Keyfob activated front door locks

All-in-one key All-in-one remote fob and ignition key

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

* **Fob remote engine controls FordPass Connect smart device and keyfob engine start control**

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors

Folding door mirrors Manual folding door mirrors

Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

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Selected Equip & Specs (cont'd)

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Number of beverage holders ..... 8 beverage holders
Beverage holders rear ..... Rear beverage holders
Illuminated glove box ..... Illuminated glove box
Dashboard storage ..... Dashboard storage
Beverage holders ..... Front beverage holders
Glove box ..... Illuminated locking glove box
Instrument panel storage ..... Instrument panel covered bin

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Trip computer ..... Trip computer
Upfitter switches ..... Upfitter switches
Over the air updates ..... Over the air updates
PRND in IP ..... PRND in IP
Accessory power ..... Retained accessory power

Comfort

Climate Control

Climate control ..... Manual climate control
Rear under seat ducts ..... Rear under seat climate control ducts
Cabin air filter ..... Cabin air filter

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel
Steering wheel material ..... Urethane steering wheel

Seats and Trim

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Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 6

Front Seats

Front seat type ..... Split-bench front seat
Driver seat direction ..... Driver seat with 4-way directional controls
Driver seat fore/aft control ..... Manual driver seat fore/aft control
Passenger seat direction ..... Front passenger seat with 4-way directional controls
Split front seats ..... 40-20-40 split-bench front seat
Reclining passenger seat ..... Manual reclining passenger seat
Passenger seat fore/aft control ..... Manual passenger seat fore/aft control
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control ..... Manual front seat head restraint control
Armrests front center ..... Front seat center armrest
Armrests front storage ..... Front seat armrest storage
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Rear seats fixed or removable ..... Fixed rear seats
Folding second-row seats ..... 60-40 folding rear seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position ..... Fold-up rear seat cushion
Rear head restraints ..... Height adjustable rear seat head restraints
Rear head restraint control ..... Manual rear seat head restraint control
Number of rear head restraints ..... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery ..... Vinyl front seat upholstery
Front seatback upholstery ..... Vinyl front seatback upholstery

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

LCD Displays

Primary monitor touchscreen ..... Primary monitor touchscreen
Number of first-row LCD displays ..... 2 total number of 1st row displays

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 315 | Quote ID: 230018

Selected Equip & Specs (cont'd)

LCD primary display size ..... 8 inch primary LCD display

Radio Features

External memory ..... SYNC 4 external memory control
Seek scan ..... Seek scan

Speakers

Speakers ..... Standard grade speakers
Speakers number 6

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls
Speed sensitive volume ..... Speed sensitive volume
Voice activated audio ..... SYNC 4 voice activated audio controls
Wireless streaming ..... Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer ..... Trip odometer
Instrumentation display ..... Digital/analog instrumentation display
Configurable instrumentation gauges ..... Configurable instrumentation gauges

Instrumentation Displays

Temperature display ..... Exterior temperature display
Systems monitor ..... Vehicle systems monitor
Clock ..... In-radio display clock
Compass ..... Compass

Instrumentation Gauges

Tachometer ..... Tachometer
Transmission temperature gauge ..... Transmission fluid temperature gauge
* **Turbo gauge ..... Turbo/supercharger boost gauge**
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
Gauge cluster display size (inches) 4.20
Engine hour meter ..... Engine hour meter
* **DEF fluid gauge ..... Diesel exhaust fluid (def) gauge**

Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning
Oil pressure warning ..... Oil pressure warning
Low fuel warning ..... Low fuel warning
Low brake fluid warning ..... Low brake fluid warning
Battery charge warning ..... Battery charge warning
Headlights on reminder ..... Headlights on reminder
Key in vehicle warning ..... Key in vehicle warning
Door ajar warning ..... Door ajar warning

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2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

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Selected Equip & Specs (cont'd)

Service interval warning Service interval indicator

* **Low diesel exhaust fluid (DEF) warning** **Low diesel exhaust fluid (DEF) warning**

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Headlight type Aero-composite headlights

Auto headlights Autolamp auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

* **Fog lights** **Front fog lights**

Clearance lights Cab clearance lights

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration SYNC 4 AppLink/Apple CarPlay/Android Auto smart device mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

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2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

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Selected Equip & Specs (cont'd)

Front impact airbag driver ..... Driver front impact airbag
Front impact airbag passenger ..... Cancellable front passenger air bag
Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag
Number of airbags ..... 6 airbags
Front side impact airbag driver ..... Seat mounted side impact driver airbag
Overhead airbags ..... Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts ..... Front height adjustable seatbelts

Security System

Immobilizer ..... SecuriLock immobilizer
Remote panic alarm ..... Remote panic alarm

Active Driving Assistance

Lane departure ..... Lane Departure Warning
Forward collision warning ..... Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Cameras

* **Rear camera** ..... **Rear mounted camera**

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2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 315 | Quote ID: 230018

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty ..... 60 months/100,000 miles

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Prepared for: ALTEC INDUSTRIES
CHASSIS TEAM
Prepared by: Jessica Tortelli
11/18/2022

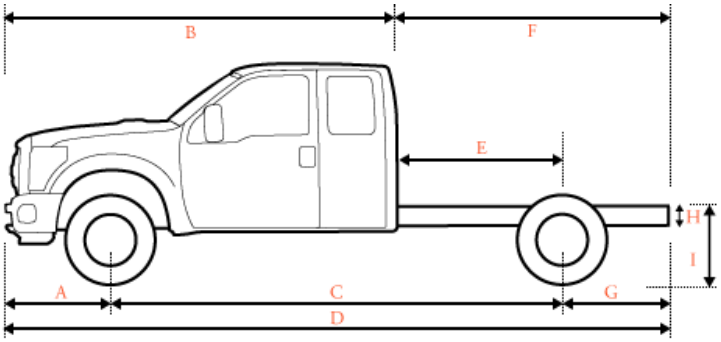
Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

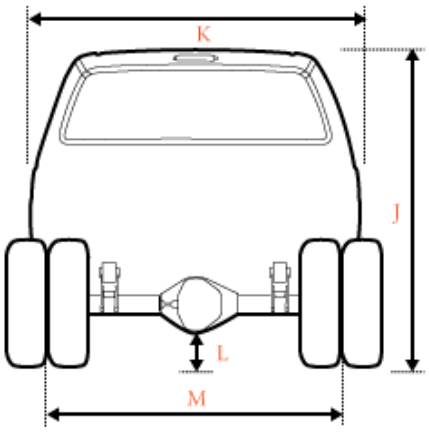
2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 315 | Quote ID: 230018

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

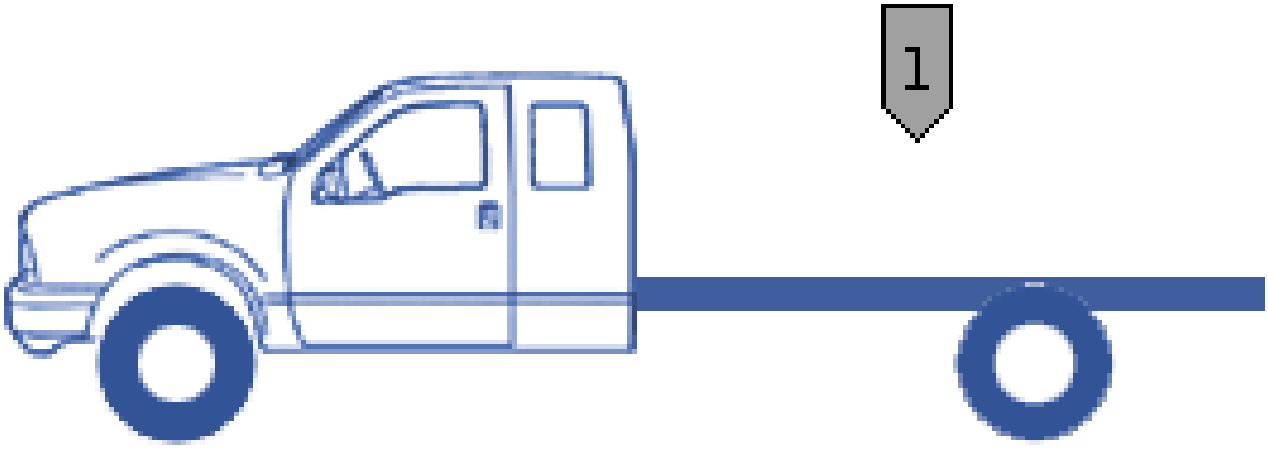
A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	146.30 in.
C	Wheelbase (WB)	192.00 in.
D	Overall Length (OAL)	277.40 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	131.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.30 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

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Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	5,039 lbs	3,450 lbs	8,489 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	1,361 lbs	8,750 lbs	10,111 lbs
TOTAL	**7,000 lbs**	**12,500 lbs**	**19,500 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**7,000 lbs**	**14,706 lbs**	**19,500 lbs**
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,000 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.40 %
Start grade capability in reverse	4.70	15.00 %	58.40 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.75 %
Maximum grade in 9th gear	0.69	3.00 %	8.68 %
Maximum grade in 10th gear	0.63	3.00 %	7.98 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.18		
Top Speed on 3.0% grade	55 mph	
To meet your requirement you need a maximum of 122 hp		
Cruise Speed	60 mph	79 mph
Engine RPM at desired cruise speed		1,753 rpm

Variables in Use

Rear axle ratio:	4.30/4.30	Governed RPM:	2,640 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.44 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	475 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.97	Final Drive Ratio:	0.63
Peak engine torque:	950 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,200 rpm		

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2023 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

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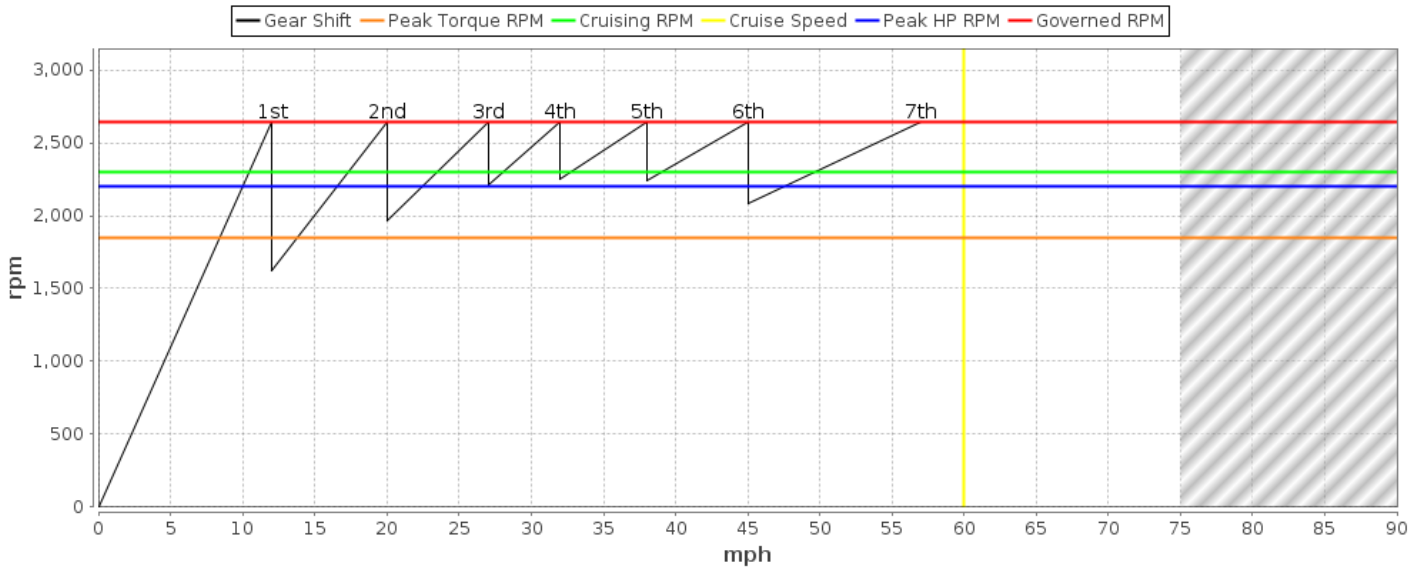
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

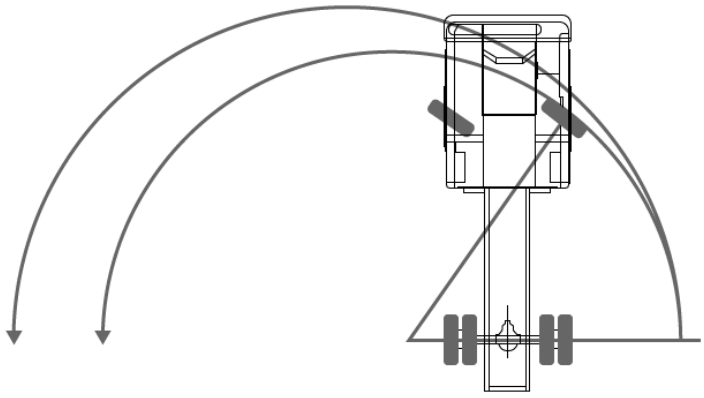
Diesel engines use Governed RPM for shift points.

Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius ..... 27.10 ft



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Altec #110421-ALT

Pricing for contract #110421-ALT offers Sourcewell participating agencies the following discounts:

- Up to a 5% discount off list price
- Up to a 28.6% discount off the typical seller's fee on items purchased through JJ Kane Auctioneers (an Altec Company)

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Sourcewell

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

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"work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

Altec Industries, Inc.

DocuSigned by:
Riley Browne
DDB79E9FF5034DA...

By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Altec Industries, Inc.
Does your company conduct business under any other name? If yes, please state:	Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service
Address:	33 Inverness Center Pkw Birmingham, AL 35242
Contact:	Riley Browne
Email:	riley.browne@altec.com
Phone:	205-408-2341
HST#:	

Submission Details

Created On:	Thursday September 16, 2021 15:53:03
Submitted On:	Thursday November 04, 2021 12:46:34
Submitted By:	Riley Browne
Email:	riley.browne@altec.com
Transaction #:	d9f5703c-9b11-4637-9a77-a68682d8b3ec
Submitter's IP Address:	209.149.164.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242	*
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world. Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork	*
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.	*
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO. • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program. Motor Vehicle Dealer Licenses in each state where applicable All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing. Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	• Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon’s 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Excelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers’ customer service and value provided to the company. • Altec was named one of the “Best Places to Work” for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman’s Award from the United Fund of Surry for 2017	*
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over $1MM Commonwealth of Pennsylvania (Co-Stars): Over $1MM Michigan MI Deal: Over $1MM Washington State Purchasing Cooperative: Over $500k State of Ohio: Over $500k	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over $5MM annually. We also hold two DLA contracts with similar combined volume	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489	*
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443	*
City of Seattle (Member # 25215)	Guy Noren	206-684-0141	*
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over $2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcewell members of their benefits and usage. Altec's Sourcewell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions	*
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.	*
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Mangers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a “one stop online shop” for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcewell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcewell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcewell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcewell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcewell Landing Page" Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcewell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool. From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our experience has been that Sourcewell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcewell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcewell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	• Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. • Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. • Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge • Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. • Other Altec Training options (additional costs apply): o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as; • Fiber Optic Controls • Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) • Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) • JEMS (Jobsite Energy Management System) wtih it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) • Advanced paint systems • And many other was we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives: • The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. • Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: o JEMS S o JEMS SE o JEMS LE • Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.). • Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: • Calstart • Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: o Altec Capital Services (ACS) - Equipment Financing o Global Rental Company - Equipment Rentals o Altec Supply - Tool and Accessory Sales o Altec Sentry - Operator Safety Training o Altec Fleet Services - Comprehensive Fleet Management Solutions o Altec Service Group - In-shop and Mobile service and replacement parts support o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) Canadian and World Wide Availability: o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Innitiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. o All booms ultrasonically tested and documents maintained. o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. o All bearing surfaces to be machined after welding. o All units with electronic circuit boards to be wave soldered o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor. Warranty: Most of our products have a limited lifetime structural warranty. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However. due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information cab be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Proposed Contract Pricing plus $2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item Proposed Contract Pricing plus $2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	For equipment purchase prices: 2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount form Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical and ordered at the same time to qualify for quantity rebate.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcwell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is the only cost not included in pricing. It applies to all customers and the price is $2.20 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional $2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a “regional build” they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY. Altec Capital proposes a flat $250 fee for lease transactions under the Sourcewell Contract. We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please and see attached file "Company Information - Altec Subsidiary Information".	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	(•) Yes ( ) No	Equipment is proposed as "turn-key" and would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	(•) Yes ( ) No	Equipment is proposed as "turn-key" and would include: • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	(•) Yes ( ) No	Equipment is proposed as "turn-key" and would include: • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
73	Utility locating equipment	(•) Yes ( ) No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	(•) Yes ( ) No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in ord, Excel, or compatible formats may also be provided.

. Documents should NOT have a security password, as Sourcewell may not be able to open the file. t is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blan and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. f you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. f the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Mar eting Plan category save the document as "Mar eting Plan."

- Pricing - Price Lists.zip - Thursday November 04, 0 1 1 : 8:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Thursday November 04, 0 1 1 : 9:41
- Mar eting Plan/Samples - Mar eting Plan - Samples.zip - Thursday November 04, 0 1 1 :3 :
- M E/M E/S E or elated Certificates (optional)
- arranty nformation - arranty - Documents.pdf - Thursday November 04, 0 1 1 :3 :56
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Thursday November 04, 0 1 1 :35:18
- pload Additional Document - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 0 1 1 :35:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☑	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☑	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☑	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☑	1

Jan 29, 2024
Our 94th Year

Ship To:
ALTEC INDUSTRIES PLANT 857 BURNSVILLE BODY FINAL ASSY
150 ALTEC DR
BURNSVILLE, NC 28714
US

Attn:
Phone:
Email:

Bill To:
ALTEC INDUSTRIES PLANT 857 BURNSVILLE BODY FINAL ASSY
150 ALTEC DR
BURNSVILLE, NC 28714
US

Altec Sales Order:	6715330	**X7 Discrete Job:**	
Altec Quotation Number:	1463448	**X7 Configured Item:**	000057004-22497055
Run Number:	1299322	**Quantity:**	1
Account Manager:		**X4 Discrete Job:**	
Technical Sales Rep:	Jesse C Boyd	**X4 Configured Item:**	
Reference WO:	New Spec-	**System Engineer:**	Steven D. Robinson
Customer Inspection:		**Structural Engineer:**	Steven D. Robinson
Customer Truck Number:		**Line Set Date:**	03/17/2022

Item	Description	Qty
	Unit	
1.	Auto Crane HC-6 With NEXSTAR III (36,000 ft-lb)	1
	Sales Text: No Badging on Crane **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
2.	Auto Crane Fully Hydraulic Outrigger - HC-8x and Below for Altec Body-CS Crane-Less Mounting Plate (W/ Outrigger Interlock System)	1
	Unit and Hydraulic Acc.	
3.	HVI-22 Hydraulic Oil (Standard)	30
4.	Standard Pump For PTO	1
5.	Hot Shift PTO (for Automatic Transmission)	1
6.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will engage when transmission is in park and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1
7.	Additional Unit/Hydraulic Accessory	1
	Sales Text: BOSS BA440 Air Compressor: **-Mount above SS 1st Vertical**	

Item	Description	Qty
	-Compressor to have filter/regulator/lubricator assembly installed **-Hydraulic driven to provide 30-40 cfm at 175 psi** **-Air Tank Mounted Underneath the body** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
8.	Additional Unit/Hydraulic Accessory	1
	Sales Text: 35 Gallon Hydraulic Reservoir: **-Recessed at front of body, between chassis and front bulkhead.** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
	Body	
9.	Altec Body	1
10.	Steel Body	1
11.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1
12.	Smooth Galvanneal Steel Floor	1
13.	Low-Profile General Service Line Body (LGS), Built for a Dual Rear Wheel Chassis	1
14.	Finish paint body Altec white	1
15.	Undercoat body	1
16.	E-Coat body	1
17.	132" Overall Body Length	1
18.	94" Body Width	1
19.	52" Body Compartment Height	1
20.	22" Body Compartment Depth	1
21.	Slam-Action Tailgate Installed At The Rear	1
22.	24 inch L steel workbench bumper with cross storage, outrigger cutouts, dual vise receivers, and integrated step, width to match body	1
23.	Adhesive strip lighting (LED) around top and sides of compartment door facings	8
24.	Stainless steel D-handle latches with locks	8
25.	All locks keyed alike Including accessories	1
26.	Standard master body locking system	8
27.	Gas Prop Rigid Door Holders On All Vertical Doors	1
28.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1
29.	1st Vertical (SS) - Custom drawer kit	1
	Sales Text: Aluminum Drawer Kit: **Include removable dividers on 4" Centers. Drawers 36.5"H x 28"W and as deep as possible.**	

Item	Description	Qty
	Drawer set to contain (6) 3" Drawers, (2) 5" Drawers, (or smaller configuration to fit compartment. **-Top of drawer kit to be used as a shelf from sidewall to sidewall** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
30.	1st Vertical (SS) - First and second verticals combined, opened with two (2) overlapping doors	1
31.	1st Vertical (SS) - Louvered panel on rear wall to ventilate compartment	1
32.	1st Vertical (SS) - Inverter storage Inside of body compartment with guard and provisions for remote GFCI receptacle (Mounted on top shelf unless otherwise specified)	1
33.	2nd Vertical (SS) - Adjustable shelf with removable dividers on 4 in centers	3
34.	1st Horizontal (SS) - Adjustable shelf with removable dividers on 8 in centers	1
35.	1st Horizontal (SS) - Two (2) overlapping doors	1
36.	Rear Vertical (SS) - Adjustable shelf with removable dividers on 4 in centers	3
37.	1st Vertical (CS) - First and second verticals combined, opened with two (2) overlapping doors	1
38.	1st Vertical (CS) - Gas bottle storage, designed for two (2) gas bottles mounted against back wall. Includes 'W-Type' bracket welded approximately midway up compartment. to Include ratcheting strap for securing method	1
39.	1st Vertical (CS) - Louvered panel on rear wall to ventilate compartment	1
40.	2nd Vertical (CS) - Custom shelf option	1
	Sales Text: Aluminum Drawer Set: **- To include removable dividers on 4" centers. Drawers 36.5" Drawers to be as deep and wide as possible** **- Contains (5) 3" drawers, (2) 5" drawers, and (1) 7" drawer to fit compartment.** **-Top of drawers package to be used as a shelf from side wall to side wall (no dividers).** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
41.	1st Horizontal (CS) - Adjustable shelf with removable dividers on 8 in centers	1
42.	1st Horizontal (CS) - Two (2) overlapping doors	1
43.	Rear Vertical (CS) - Body to be reinforced for crane up to 36,000 ft. lbs.	1
44.	Rear Vertical (CS) - Adjustable shelf with removable dividers on 4 in centers	2
45.	Rear Vertical (CS) - Fixed shelf with no dividers	1
	Sales Text: Air Hose reel mounted on this shelf as high as possible **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
46.	Recessed bulkhead for front-mounted hydraulic tank	1

Item	Description	Qty
47.	D-Ring Recessed In Body Floor 360 Degree Rotation	6
	Sales Text: (3) evenly spaced each side **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
48.	Small Steel Grab Handle Installed At Rear	2
49.	Additional Body Option	1
	Sales Text: Install B-Line for mounting welder in FA on SS compartment top at the rear of the body **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
	Body and Chassis Accessories	
50.	Set of Safety Chain Eye Bolts	1
51.	Receiver Hitch, 2.5, Class 5, Incorporated Into Frame Extension (Rated at 12,000 LB MGTW and 1,200 LB MVL)	1
52.	SuperSprings (For Stiffening Rear Leaf Springs)	1
	Sales Text: add super spring to level chassis ride height **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
53.	Rear Access Steps Option 1	1
	Sales Text: Rubber Belted Steps - Include galvanized gripstrut mounted at rear of TS, one on each side. **- Locate so the furthest edge of the step is a minimum of 2" behind the tailshelf.** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
54.	Rigid Boom Rest	1
55.	Mud Flaps with Altec Logo (Pair)	1
56.	5 LB Fire Extinguisher with Light Duty Bracket Installed Per DEPS 042 (In Cab Or Inside Compartment Only) (Amerex #B402T)	1
57.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1
58.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1
59.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate	2
	Sales Text: one located at rear each side of tailshelf **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
60.	Additional Body/Chassis Accessory	1
	Sales Text: Air Hose Reel for 50' of 3/8" Air Hose mounted on fixed shelf in C/S Rear Vertical **Add 1/2" line from compressor to hose reel** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	

Item	Description	Qty
	Electrical Accessories	
61.	Adhesive Strip Lighting, LED, Installed Around Top And Sides Of Compartment Door Facings In Body (Installed At Final Assembly)	8
62.	Compartment Lights Wired To Dash Mounted Master Switch	1
63.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1
64.	Corner Strobe Systems Option	1
	Sales Text: 4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Rectangular Surface Mounted Lights At Rear, Class II (Permit May Be Required) **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
65.	Strobe Lights Wired Ignition Hot	1
66.	Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Altec Preferred)	4
	Sales Text: Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 **Two mounted on rear surface of body.** **- Two mounted near front corner of body.** **- Include 4-Way Swivel base and mounting bracket.** **- To include lighted master switch in cab.** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
67.	Single Tone Backup Alarm, Installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system.	1
68.	Backup Camera System Option	1
	Sales Text: Install Chassis (OEM) Supplied Backup Camera in Final Assembly **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
69.	PTO Hour Meter, Digital, With 10 000 Hour Display	1
70.	Trailer Receptacle, 7-Way (Blade Type) Installed At Rear	1
71.	Trailer Brake Controller, Electric (Tekonsha Voyager #9030)	1
72.	Upfitter Switches, Ford (Supplied With Chassis)	1
73.	Inverter, 1200 Watt, Pure Sine Wave, 120 VAC (Sensata #12/1200N)	1
	Sales Text: Mounted in SS 1st vertical, to be on top shelf. **- Lighted On/off switch mounted in cab.** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
74.	Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab	1
75.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure	1
	Sales Text: Electrical Receptacle, 120 Volt, GFCI, **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	

Item	Description	Qty
76.	Electronic Module Option	1
	Sales Text: Start/Stop/Throttle Module, 12 Volt System **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
77.	Install Chassis (OEM) Supplied Backup Camera In Final Assembly	1
	Finishing Details	
78.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1
79.	Finish Paint Body Accessories Above Body Floor Altec White	1
80.	Heavy Duty Cargo Coating, Gator Hyde	1
	Sales Text: Apply Heavy Duty Cargo Coating, Gator Hyde to **-Step Bumper** **-Cargo Area Floor** **-Inside of tailgate** **Last Updated By: Josh Powell on 22-NOV-2022 10:05**	
81.	Safety and Instructional Decals English	1
82.	Vehicle Height Placard Installed In Cab DEPS 002	1
83.	HVI-22 Hydraulic Oil Placard	1
84.	Focus Factory Build	1
85.	Delivery Of Completed Unit	1
86.	Inbound Freight	1
87.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1
88.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1
89.	CB5-132D-S	1
90.	Stock Unit	1
	Chassis	
91.	Altec Supplied Chassis	1
92.	Chassis	1
93.	2023 Model Year	1
94.	Ford F550	1
95.	Dual Rear Wheel	1
96.	4x4	1

Item	Description	Qty
97.	Chassis Cab	1
98.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1
99.	Chassis Color - White	1
100.	Collision Mitigation System	1
101.	Lane Departure Warning System	1
102.	AM/FM Radio	1
103.	Bluetooth	1
104.	Ford SYNC	1
105.	Block Heater	1
106.	Chrome Bumper Package	1
107.	Running Boards (Supplied By Chassis OEM)	1
108.	Skid Plate	1
109.	Snow Plow Package	1
110.	Air Conditioning	1
111.	Backup Camera, OEM Supplied	1
112.	Cruise Control	1
113.	Keyless Entry	1
114.	Power Door Locks	1
115.	Power Windows	1
116.	Tilt Steering Wheel	1
117.	84 Clear CA (Round To Next Whole Number)	1
118.	Chassis Wheelbase Length - 192	1
119.	GVWR 19,500 LBS	1
120.	7,000 LBS Front GAWR	1
121.	14,706 LBS Rear GAWR	1
122.	Spring Suspension	1
123.	Ford 6.7L Power Stroke Diesel	1
124.	Diesel	1
125.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1

Item	Description	Qty
126.	Ford 40 Gallon Fuel Tank (Rear)	1
127.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1
128.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
129.	Clean Idle Certification	1
130.	CARB Compliant	1
131.	No Idle Engine Shut-Down Required	1
132.	Hydraulic Brakes	1
133.	Park Brake In Rear Wheels	1
134.	872 - Rear View Camera and Prep Kit	1
135.	98R - Operator Commanded Regeneration (OCR)	1
136.	Vinyl Split Bench Seat	1
	Additional Pricing	
137.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1

Altec Industries, Inc.

BY _____

Jesse C Boyd , Technical Sales Representative

Unselected Items

Item Number	Description
970781977-	Stainless Steel Rotary Paddle Latches With Keyed Locks (Preferred Option)
	Unselected By:Josh Powell on 31-MAY-2022 16:20
970770404-	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required), All Other Chassis (E-Town Unit) (Altec/Stock Preferred)
	Unselected By:Josh Powell on 28-JUL-2022 15:03
970178326-	2 Inch x 6 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body (Preferred Option)
	Unselected By:Josh Powell on 19-SEP-2022 15:18
970770418-	Strobe Lights Wired Battery Hot (Altec/Stock Preferred)
	Unselected By:Jesse Boyd on 27-JAN-2023 09:12

New Selected Items

Item Number	Description
970781981-	Stainless Steel D-Handle Latches With Locks
	Created By:Josh Powell on 31-MAY-2022 16:20
970782388-	Two (2) Overlapping Doors - 1st Horizontal (CS)

Created By:Josh Powell on 28-JUL-2022 15:03

970716043- Corner Strobe System Custom Option 1

4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Rectangular Surface Mounted Lights At Rear, Class II (Permit May Be Required)

Created By:Josh Powell on 28-JUL-2022 15:03

970770374- Compartment Lights Wired to Dash Mounted Master Switch (Altec/Stock Preferred)

Created By:Josh Powell on 28-JUL-2022 15:03

970782216- Two (2) Overlapping Doors - 1st Horizontal (SS)

Created By:Josh Powell on 28-JUL-2022 15:03

970796700- Adhesive Strip Lighting, LED, Installed Around Top and Sides of Compartment Door Facings in Body (Installed at Final Assembly) (Altec/Stock Preferred)

Created By:Josh Powell on 28-JUL-2022 15:03

970770419- Strobe Lights Wired Ignition Hot (Altec/Stock Preferred)

Created By:Jesse Boyd on 27-JAN-2023 09:12

Notes:

Altec Industries, Inc.

Quote Number: 1463448
Opportunity Number: 23061684
Sourcewell Contract #: 110421-ALT
Date: 01/29/2024

Quoted for: Monroe County, FL
Customer Contact: Bill Uptegrove
Phone: / **Email:** 305-295-3673

Quoted by: Jesse.Boyd
Phone: / **Email:** jesse.boyd@altec.com
Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL		**Sourcewell Price**
CB-S	**Crane Service Body (Steel) with Auto Crane HC-6 Mounted On Ford F550 Super Cab, Diesel, 4x4**	**$208,046**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	DWR-3	3 Inch High Drawer on Slides, as Wide as Possible, Latched with Adjustable Dividers	$856
2	DWR-3	3 Inch High Drawer on Slides, as Wide as Possible, Latched with Adjustable	$856
3	DWR-5	5 Inch High Drawer on Slides, as Wide as Possible, Latched with Adjustable Dividers	$873
4	DWR-5	5 Inch High Drawer on Slides, as Wide as Possible, Latched with Adjustable Dividers	$873
5			
6			
7			
8			
9			
10			
		SOURCEWELL OPTIONS TOTAL:	$211,504

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		$0
2	UNIT & HYDRAULIC ACC		$0
3	BODY		$0
4	BODY & CHASSIS ACC		$0
5	ELECTRICAL		$0
6	FINISHING		$0
7	CHASSIS		$0
8	OTHER	Model Year 2023	-$38,194
		OPEN MARKET OPTIONS TOTAL:	-$38,194

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$173,310.00**
Delivery to Customer:	**$3,430.00**
Extended Warranty:	
FET:	
Multi-Unit discount	**-$1,813.00**
Estimated Taxes (__%):	
TOTAL FOR UNIT/BODY/CHASSIS:	**$174,927.00**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than **4-6** months ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information
BUILD LOCATION: Burnsville, NC

Stoughton-Tania

From: Greenlee-Daryl
Sent: Monday, January 29, 2024 1:42 PM
To: Stoughton-Tania
Cc: Lowe-Ed; Moriarity-Keith; Uptegrove-William
Subject: FMS Service Truck
Attachments: Monroe County FL CB5-132 Sourcewell with Drawer kit.pdf; Altec Contract 110421.pdf; CB5-132D WO.PDF; 230018 - F550SuperX84D195 SPEC.pdf; Altec 110421-ALT Pricing.pdf

Good morning Tania,

Please create an agenda item for this service truck for Fleet Management. Attached is the quote, and supporting Sourcewell contract documents.

This is for February's Agenda.

This is for one (1) Ford F550 Service Truck

- DEPARTMENT: FMS23501 - Fleet Management
- Cost Center 23501 - SC_00100 Vehicles
- $ 174,927.00

As per the approved replacement budget for FY24

Replacing:

- FMS304, a 2003 FORD F 350 VIN Number 1FTWF32P33EB91425

This vehicle was scheduled to be built the summer of 2024. They moved the timeline up and the unit will be ready for February/March Delivery.

Regards

Daryl Greenlee
Director, Fleet Management
Monroe County
1100 Simonton Street, Suite 2-216 Stop #1
Key West, FL 33040
Office: 305-292-3452
Mobile: 786-847-3087
Greenlee-Daryl@monroecounty-fl.gov

How can Fleet Management serve you better?
Give us your feedback **here**!

"The Florida Keys"

Connect With Us on Website | Twitter | Facebook | Instagram

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C16
2023-2101

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
No

STAFF CONTACT: Kevin Wilson

AGENDA ITEM WORDING: Confirmation of Appointment of Cary Vick as Interim Project Management Director effective January 31, 2024, pursuant to F.S. 125.74(1)(k), which requires that the Board of County Commissioners confirm all department heads.

ITEM BACKGROUND:
Cary Vick is being appointed Interim Project Management Director Effective 1/31/2024. Cary has a Masters degree in Civil Engineering and was recently promoted to Senior Project Manager. He has been the County project manager on the new Emergency Operations Center. He came to us in 2018 with more than 30 years' experience as an engineering manager in Florida (including FDOT in his early years) and Virginia.

Florida law 125.74(1)(k), requires that the Board of County Commissioners confirm all department heads.

PREVIOUS RELEVANT BOCC ACTION:
Project Management Director Cary Knight resigned effective 12/15/2023. Assistant County Administrator Kevin Wilson has appointed Cary Vick to Interim Project Management Director until such time as a permanent Director of Project Management can be hired.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Resume_CaryVick_02-08-24.pdf

FINANCIAL IMPACT:
Effective Date: 1/31/2024
Expiration Date:
Total Dollar Value of Contract:
Total Cost to County: Increase per Monroe County Personnel Policies and Procedures
Current Year Portion:
Budgeted: Yes
Source of Funds: CC_22004
CPI:
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: **If yes, amount:**
Grant:
County Match:
Insurance Required:
Additional Details: Funds are available for the increase

Cary D. Vick
Interim Director, Project Managment – Monroe County, Florida

KNOWLEDGE SKILLS & ABILITIES
Cary Vick is a career professional in the field of engineering and technology with a focus on project management. He brings over 40 years of technical and project management experience successfully managing and implementing all manner of projects that result in physical and operational improvements to the built environment.

EDUCATION
- M.E., Civil Engineering, University of Florida, Gainesville, FL, 1981
- B.S., Civil Engineering, The Citadel, Charleston, SC, 1976

CERTIFICATIONS / LICENSES / TRAINING
- **FDOT Local Agency Program (LAP) Computer Based Training (CBT)** – EOC – April 2020; LAP Prof. Services – April 2020; LAP SCAT – April 2020; LAP ERC – April 2020; LAP / FHWA Cert. – April 2020; LAPIT – May 2020; CRS – June 2020;
- **Archeological Resource Monitor (ARM)** – Florida Bureau of Archeological Research, April 2019
- **State Emergency Response Team (SERT) Training** – Incident Command System (ICS): IS-100 -11/30/2018; IS-200 - 01/11/2019; IS-700 – 01/15/2019; IS-800 – 01/15/2019; G-300 – 05/01/2019
- **Former Registered Professional Engineer (PE)** 1981 - 2005 (FL, MD, VA – all inactive)
- **Certified Software Product Manager** (Pragmatic Marketing, 2014)

PROJECTS / POSITIONS
Interim Director & Sr. Project Manager, Monroe County, Florida.
Cary has been with Monroe County, since 2018 as a Project Manager and was recently appointed as Interim Director of Project Management. He is currently managing several infrastructure installation, repair and improvement projects for Monroe County. A sample of his work at the County, includes the following projects:

- **Emergency Operations and Public Safety Center (EOC)** – this is a 28,000 SF bulding, designed to FEMA 361 standards (e.g., 220MPH winds and 500 year flood elevation design criteria). The building will permanently house the County's Emergency Management Department, Fire Rescue Administration, and the Sherriff's 911 Dispatch Center. During activation, the building will serve a safe haven during the storm and/or a platform to stage emergency response and post-storm restoration for the citizens and businesses of Monroe County
- **Rowell's Waterfront Park / Scenic Overlook** – an FDOT LAP-funded project to convert this former marina into a public park. Cary is helping to manage the development of construction documents as well as securing permits from local, federal and state agencies, including County building and environmental permits South Florida Water Management District (SFWMD), US Army Corps of Engineers (COE) and Florida Department of Environmental Protection (FDEP) reviews and/or permits. Cary is also coordinating the archeological monitoring and reporting as required by the FDOT District Cultural Resources Coordinator and State Historical Preservation Officer (SHPO).
- **Big Pine Key Swimming Hole / Scenic Overlook** – an FDOT LAP-funded project to convert abandoned marina into a public park and observation point. Cary is helping to

manage the development and revision of construction documents necessary to meet land use planning and environmental permiting requirements of local, federal state agencies. Cary is coordinating reviews by the County Growth Management and Environmental Review teams as well as the County Building Department. This project will be subject to FDOT LAP construction guidelines and will require documentation of contractor compliance with FHWA and state EEO guideines as well as FHWA David Bacon Act wage constraints.

- **Scenic Overlooks at Big Pine Key and Reynolds Street Pier** – this FDOT LAP-funded project installed a new scenic overlook at Big Pine Key Community Park and restored the existing pier at Reynolds Street / Higgs Beach in Key West. Cary took over this project midway through construction and managed the project to completion, providing oversight of the CEI consultant responsible for FDOT required materials certification, quantities and EEO compliance monitoring. The project required federal and state environmental permiting for both locations due to work in the water and adjacent thereto. Cary montored construction for compliance and close out of all permits.
- **Higgs Beach Sand Refurbishment** – Cary is currently managing the design and environmental permitting phase of this project which will restore the shoreline for Higgs Beach. Beach sand will be placed above and below MHW restoring the beach and shoreline to conditions last seen in 2006 . Permit applications have required benthic surveys of shoreline and bottom habitat as well as establishment of an erosion control line for this critically eroded beach. A comprehensive monitoring plan and impact mitigation strategy is being developed in consultation with the US Army Corps of Engineers (ACOE), the Florida Keys National Marine Sanctuary (FKNMS) and the Florida Department of Environmental Protection (FDEP).

Deputy Program Manager - Leidos.
Cary was acting Program Manager, Connected / Automated Vehicles (CAV) and Operations Research at Leidos. He managed a team of 12 consisting of principal investigator, software developers, systems engineers, and human factors specialists conducting CAV and urban mobility research at the FHWA Saxton Transportation Operations Laboratory (STOL). This task order contract was valued at $75 million over 5 years. In addition to program management, Cary served as Principal Investigator for several task orders supporting the FHWA Office of Operations Research & Development at STOL conducting research into Connected Vehicle Highway Testbed (CVHT) at the Turner Fairbank Highway Research Center.

Transportation Solutions Architect – Schneider Electric.
Cary was a Solutions Architect for the Transportation Business Unit of Telvent / Schneider Electric. He focused on customer centric business models to develop cost effective solutions for transportation and mobility challenges. Cary directed product development and support for a portfolio of traffic management products, including, Traveler Information Systems, (TIS), Advanced Traffic Management Systems (ATMS) and traffic signal control software products.

---------- Updated 02/08/2024 ----------

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C17
2023-2102

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
n/a

STAFF CONTACT: Kevin Wilson

AGENDA ITEM WORDING: Report of monthly change orders for the month of January 2024, reviewed by the County Administrator/Assistant County Administrator.

ITEM BACKGROUND:

There were four (4) change orders considered and approved by the County Administrator/Assistant Administrator for the period beginning 01/01/2024 and ending 01/31/2024 for a total of $34,072.44.

There were no change order requests denied.

PREVIOUS RELEVANT BOCC ACTION:
On September 9, 1998, Ordinance No 027-1998 was adopted in order to provide that the County Administrator may approve separate, non-cumulative change orders for construction projects and professional service contracts in amounts not to exceed $50,000 (as amended per Ordinance No. 024-2015), or 5% of the original contract price, whichever is greater. The BOCC requested a monthly report of all change orders considered by the County Administrator.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

Change Order Rpt_Feb 2024.pdf

FINANCIAL IMPACT:
N/A

MONROE COUNTY CONSTRUCTION PROJECT CHANGE ORDERS
CONSIDERED BY THE COUNTY ADMINISTRATOR'S OFFICE
FOR THE PERIOD 01/01/2024 – 01/31/2024

PROJECT	CONTRACTOR	CO#	AMOUNT	DESCRIPTION	DATE CONSIDERED	CAUSE
Public Defender 16th Judicial Circuit – Key West Offices	D.L. Porter Constructors, Inc.	13	$0.00	No cost time extension	01/11/24*	Due to delay in getting AT&T data service, an additional 20 days were added to the contract.
Public Defender 16th Judicial Circuit – Key West Offices	D.L. Porter Constructors, Inc.	14	$25,457.44	Miscellaneous County and End-User requests.	01/30/24*	Additional permit fee, updates to interior walls for the new furniture, addition of bollards to the parking lot for safety, installation of booster pump for low water pressure and installation of mailbox.
Card Sound Road Resurfacing Project	General Asphalt Co., Inc.	2	$0.00	No cost time extension	01/17/24*	Due to delay from subcontractor scheduling, weather delays and holiday schedule an additional 45 days were added to the contract.
Card Sound Bridge Navigational Lighting Replacement Project	Horsepower Electric, Inc.	1	$8,615.00	Additional work.	01/30/24*	Additional work needed to repair bridge fender piles to allow installation of bridge height gauge and lighting.
	Subtotal		**$34,072.44**		***** Approved	

TOTAL for January: $34,072.44

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Public Defender 16th Judicial Circuit – Key West Offices

CHANGE ORDER NO: 13
INITIATION DATE: 01/06/2024
CONTRACT DATE: 10/19/2022

TO CONTRACTOR:
D. L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....	$ 2,936,539.00
Net change by previously authorized Change Orders.....	$ 389,907.89
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....	$ 3,326,446.89
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....	$ 0
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.	$ 3,326,446.89
The Contract Time will be (increased) (decreased) (unchanged) by.....	20 days
The date of Substantial Completion as of the date of this Change Order is	1/26/2024

Detailed description of change order and justification:
No-cost time extension change order. The new AT&T data service will not be installed until, at the earliest, 01/15/2024. Testing of the systems is required after installation.
Substantial completion date extended from 01/06/2024 to 01/26/2024.

Change order is 0% of original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT:
David Salay 1/9/24
Bender & Associates Date

CONTRACTOR:
1-9-24
D.L. Porter Constructors Date

PROJECT MANAGER:
Wendy Aguirre Digitally signed by Wendy Aguirre Date: 2024.01.09 08:43:09 -05'00'
On behalf of Project Management Date

COUNTY/ASSISTANT ADMINISTRATOR:
Digitally signed by Kevin G. Wilson, P.E. Date: 2024.01.11 13:18:31 -05'00'
Roman Gastesi Date
Kevin Wilson

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *County IT Department requested new AT&T service installation in early December 2023, however AT&T has stated they cannot perform installation until mid-late January 2024.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $100,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

From: Jim Frederick
To: Aguirre-Wendy
Cc: Coleen Castagna; Kim Dryden
Subject: PDP - Time extension change order
Date: Friday, January 5, 2024 5:10:23 PM
Attachments: image002.png

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Wendy, attached is the nomenclature for the time extension we discussed this afternoon, without fee, for 20 day time extension starting from Jan 7th thru January 27th, (calendar days) for "Additional time to allow the fiberoptic internet cabling and the internet control device to be installed for connection to the server for the telephone systems and final systems checks, hook up and testing for the security, audio and video systems.

Revised substantial complete date January 27th – revised completion date February 26, 2024. Thank you

c.c. Coleen Castagna, Accounting

HAPPY NEW YEAR

D.L. Porter Constructors, Inc.

D James Frederick
Project Manager
C – 941-586-8243
jim@dlporter.com
6574 Palmer Park Circle
Sarasota, FL 34238
O – 941-929-9400 ext 1006
F – 941-231-5341
www.Dlporter.com

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
Public Defender 16th Judicial Circuit – Key West Offices

CHANGE ORDER NO: 14
INITIATION DATE: 01/23/2024
CONTRACT DATE: 10/19/2022

TO CONTRACTOR:
D. L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....	$ 2,936,539.00
Net change by previously authorized Change Orders.....	$ 389,907.89
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....	$ 3,326,446.89
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....	$ 25,457.44
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.	$ 3,351,904.33
The Contract Time will be (increased) (decreased) (unchanged) by.....	0 days
The date of Substantial Completion as of the date of this Change Order is	1/26/2024

Detailed description of change order and justification:
This change order includes multiple miscellaneous owner and end-user requests. Changes include charging station permit fee, updates to the interior walls for the new furniture, adding bollards to the parking lot for safety, adding a booster pump for an issue with the water pressure, and adding a mailbox. Two items were also removed from scope and credited back to the project.

Change order is 0.87% of original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT:
David Salay — 1/25/24
Bender & Associates Architects — Date

CONTRACTOR:
1-25-24
D.L. Porter Constructors — Date

PROJECT MANAGER:
Wendy Aguirre — Digitally signed by Wendy Aguirre Date: 2024.01.25 11:16:11 -05'00'
On behalf of Project Management — Date

COUNTY/ASSISTANT ADMINISTRATOR:
Digitally signed by Kevin G. Wilson, P.E. Date: 2024.01.30 14:06:15 -05'00'
Roman Gastesi
Kevin Wilson — Date

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *Various items were not known during design and changed during construction. FKAA water pressure was reduced post-design necessitating a booster pump, three (3) walls were partially built out to accommodate irregular existing column shape and allow for wall mounted furniture, bollards requested by KW Building Dept. and elevating an installed mini-split out of range of possible damage from vehicles.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $100,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

CHANGE ORDER REQUEST

PROJECT: **Public Defender 16th Judicial Circuit - Key West Offices**
316 Simonton Street
Key West, FL 33040

OWNER: Monroe County
1100 Simonton Street
Key West, FL 33040

ARCHITECT: Bender & Associates Architects
410 Angela Street
Key West, FL 33030

CHANGE ORDER REQUEST #: Sixteen (16)
DATE OF ISSUANCE: 1/23/2024
ARCHITECT'S PROJECT NO. :
GC PROJECT NO: 2211
CONTRACT FOR: Renovation

CONTRACTOR: **D.L. Porter Constructors, Inc.**
6574 Palmer Park Circle
Sarasota, FL 34238

We herein request changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein (see description below):

Provide all labor, material, tools, and equipment necessary to complete various tasks and scopes of work listed below.

Description of the work or change	#	Unit	Mat. (Unit Cost)	Lab. (Unit Cost)	Material	Labor	Subcontract	Other	
Add for permitting for the Charging Stations-City of Key West	1	ls	$ -	$ -	$ -	$ -	$ -	$ 167.13	$ 167.13
Build out three walls to accommodate furniture set where walls had existing columns extending in the space where the furniture was to be set to include framing, drywall, paint, replace wood base, extend devices to the built out walls-Home Depot, Manley deBoer, & Key West Home Improvement	1	ls	$ -	$ -	$ 541.70	$ -	$ 4,793.00	$ -	$ 5,334.70
Add an additional 7, (seven) additional four inch, carbon steel bollards in concrete footings with the bollards filled and crowned with concrete. Painted yellow. Six these bollards were required by the Monroe County Building Department and one was requested to protect the corner of the building. $700.00 per bollard-Key West Welding & Koster Konstruction	1	ls	$ -	$ -	$ 1,979.08	$ -	$ 2,920.92	$ -	$ 4,900.00
Credit for two chain link gates at the north side of the property eliminated from the project	1	ls	$ -	$ -	$ -	$ -	$ (439.00)	$ -	$ (439.00)
Credit for HDMI Wireless receiver / Transmitter	1	ls	$ -	$ -	$ -	$ -	$ (181.68)	$ -	$ (181.68)
Furnish & Install al WM-A Maya Locking Mail Box-Manley deBoer & DLP	1	ls	$ -	$ -	$ 109.33	$ 50.00	$ -	$ -	$ 159.33
Add a Booster Pump to the down stream side of the domestic water service to make up for deficiencies in the pressure / volume from FKAA water service into the property-Gary's Plumbing	1	ls	$ -	$ -	$ -	$ -	$ 7,420.00	$ -	$ 7,420.00
Add electrical service to energize the booster pump from Panel "A," to include a 125A sub panel for the 30A breaker required to run the booster pump. Price includes labor and material for all the pipe and wire, breakers, and disconnects.-Florida Keys Electric	1	ls	$ -	$ -	$ -	$ -	$ 5,207.11	$ -	$ 5,207.11
Relocate mini split compressor to wall mount in building 4-Island Mechanical	1	ls	$ -	$ -	$ -	$ -	$ 1,100.00	$ -	$ 1,100.00
Subtotals					$ 2,630.11	$ 50.00	$ 20,820.35	$ 167.13	$ 23,667.59
D.L. Porter Overhead & Profit (5%) on Subcontractors					$ -	$ -	$ 1,041.02	$ -	$ 1,041.02
D.L. Porter Overhead & Profit (10%) on Self Perform					$ 244.66	$ 5.00	$ -	$ -	$ 249.66
Bond 2%					$ 57.50	$ 1.10	$ 437.23	$ 3.34	$ 499.17
Item Total									$ 25,457.44

Additional funds requested:	$ 25,457.44	Add
Additional days requested:	0	

Attachments: Permit BLD2024-0087, Home Depot Inv 7032500, Manley Inv 2401-126381, Manley Inv 2401-126245, Key West Home Improvements Invoice dated 1-19-24, Key West Welding Inv 150642, Key West Welding 153218, Koster Konstruction Inv 6521, P, Home Depot Inv 0027863, Gary's Plumbing Proposal dated 1-8-24, Florida Keys Electric, Inc. Proposal dated 1-16-24,and Island Mechanical Invocie 4378

REQUESTED BY: D.L. Porter Constructors, Inc.

Jimmy Frederick 1-23-24

(Signature)

Jimmy Fredrick, D.L. Porter Constructors, Inc. Project Manager

ACCEPTED BY:

(Signature)

Wendy Aguirre, Monroe County Project Manager

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2018-00003607
2018-00003608
BLD2018-0915
BLD2018-0916
BLD2022-0577
BLD2023-0114
BLD2023-0115
BLD2023-0199
BLD2023-0864
BLD2023-1341
BLD2023-2458
BLD2024-0087
TREE2023-0178
2003-00002440
2003-00003268
2003-00003680
2004-00000997
2009-00004356
2010-00000461

page 2 of 3

Permit #BLD2024-0087

PRINT

Permit Info | Site Info | Contacts (4) | Fees $167.13 | Inspections(0)
Chronology (0) | Reviews(4)

Description	Amount	Paid Date
PERMIT APPLICATION FEE	$50.00	1/11/2024
PERCENT CREDIT CARD FEE	$1.13	1/11/2024
HARC	$91.13	
ADMINISTRATION	$16.00	
ELECTRICAL PERMITS	$60.00	

Charged: $218.26 **Balance Due:** $167.13

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity.
Instead, contact the city office by phone or in writing.

Please be further advised that any writing received by the City is also a public record under Florida law and is subject to being released pursuant to a public records request.

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www.homedepot.com/survey

User ID: H8B 205260 [illegible]
PASSWORD: 24060 [illegible]

COPY

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

ENTERED

JAN 16 2024

THE HOME DEPOT

How doers get more done.

2811 N ROOSEVELT KEY WEST, FL 33040
305-293-1313 NOW HIRING!

6313 00003 99329 01/10/24 05:13 PM
SALE CASHIER WIGUITA

090489439279 2X4-8 PT 2P <A> 5.88
2X4-8FT #2PRIME PT GC WEATHERSHIELD
081099000294 EZ SAND 20 <A>
USG EZ SAND 20MIN 18 LB BAG
3@12.64 37.92

SUBTOTAL	43.80
SALES TAX	3.29
TOTAL	$47.09
XXXXXXXXXXXX2108 HOME DEPOT	
	USD$ 47.09
AUTH CODE 010022/7032500	TA

D L PORTER CONSTRUCTORS IN
BLANCHARD ROBERT
Chip Read
AID A0000000049999D8400305 THD PLCC PRO

X

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-9400 SUMMARY
THIS RECEIPT PO/JOB NAME: 2211 OCO

2024 PRO XTRA SPEND 01/09: $2,305.16
INCLUDES:
2024 PROXTRA SAVINGS 01/09: $5.80

As of 01/10/2024 your Paint Rewards level is Bronze; Spend 3419.37 more in qualifying paint purchases to earn Silver (15.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

6313 01/10/24 05:13 PM

6313 03 99329 01/10/2024 1604

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	01/09/2025

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

0549 | 2211
142
Oco #14

1/11/24 - per Hebert Furniture Co.

1/16/24 - copies made

1335

COPY

CUSTOMER COPY

Manley deBoer LUMBER COMPANY

RECEIVED
JAN 09 2024

Manley deBoer Lumber - Key West
Manley deBoer Lumber - KW
1109 Eaton Street
Key West FL 33040
305-294-5900
Fax: 305-294-4577

D.L. Porter Constructors, Inc.

INVOICE

2401-126245 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
DL PORTER 6574 PALMER PARK CIR ATTN: COLEEN SARASOTA FL 34328	DL PORTER 6574 PALMER PARK CIR ATTN: COLEEN SARASOTA FL 34328 941-929-9400

ACCOUNT	JOB
88946	0
SOLD ON	1/9/2024 4:23:20 PM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	2211
STATION	POS2
CASHIER	DORIS
SALESPERSON	
ORDER ENTRY	

Thank you for shopping at
Manley deBoer Lumber Company

Quantity	UM	Item	Description	D	T	Price	Per	Amount
10	PC	9369	3-5/8X10 TRACK 20GA		Y	9.8500	PC	98.50
20	EA	9377	3-5/8X8 STUD 20ga		Y	7.8200	EA	156.40

0700 | 2211
142
OCO#14

ENTERED
JAN 16 2024

Payment Method(s) Buyer: ROBERT BLANCHARD

Charge to Acct 274.02

1/10/24 - per Robert framing - for new office furniture Charge order

FL 7.50%	SubTotal	254.90
	Sales Tax	19.12
	Deposit	
Please Pay This Amount		274.02

No cash refund without original receipt.
Weekly storage fees apply after 12 days.
Hurricane supplies are NOT returnable.
Special orders may NOT be returned, exchanged.
I have recieved this material in good condition.

1/16/24 - copy made

Signature ROBERT BLANCHARD

Manley deBoer
LUMBER COMPANY

RECEIVED
JAN 11 2024

Manley deBoer Lumber - Key West
Manley deBoer Lumber - KW
1109 Eaton Street
Key West FL 33040
305-294-5900
Fax: 305-294-4577

COPY

CUSTOMER COPY

INVOICE

2401-126381 PAGE 1 OF 1

D.L. Porter Constructors, Inc.

SOLD TO	JOB ADDRESS
DL PORTER 6574 PALMER PARK CIR ATTN: COLEEN SARASOTA FL 34328	DL PORTER 6574 PALMER PARK CIR ATTN: COLEEN SARASOTA FL 34328 941-929-9400

ACCOUNT	JOB
88946	0
SOLD ON	1/10/2024 10:01:43 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	POS3
CASHIER	RANDY
SALESPERSON	
ORDER ENTRY	

Thank you for shopping at
Manley deBoer Lumber Company

Quantity	UM	Item	Description	D	T	Price	Per	Amount
9	PC	3619	5/8X4X8 FIRESHIELD DRYWALL WHITE STAC7-10		Y	22.8000	PC	205.20

0700 | 2211
142

Oct#14

ENTERED
JAN 16 2024

Payment Method(s) Buyer: ROBERT BLANCHARD

Charge to Acct 220.59

1/11/24 - per Robert
drywall - C.O.
furniture

FL 7.50%	SubTotal	205.20
	Sales Tax	15.39
	Deposit	
Please Pay This Amount		220.59

No cash refund without original receipt.
Weekly storage fees apply after 12 days.
Hurricane supplies are NOT returnable.
Special orders may NOT be returned, exchanged.
I have recieved this material in good condition.

1/16/24 - copy made

Signature ROBERT BLANCHARD

RECEIVED

JAN 19 2024

D.L. Porter Constructors, Inc.

KWH IMPROVEMENT

January 19, 2024
Key West Home Improvement
26 E 12th Avenue
Key West, FL 33040

TO: D.L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238

JOB: Public Defender 2211

DESCRIPTION:	
Frame, Hang, tape and finish drywall, and paint 3 new walls	$4,793.00
and replace wood base.	
TOTAL	$4,793.00

It is a pleasure doing business with you.

Thank you
Jose Barrios
Kwhimprovement@gmail.com
3058795066

47602 | 2211
143
Ucon #14.

COPY

Key West Welding & Fabrication, Inc. 150642

P.O. Box 2658 / KEY WEST, FLORIDA 33045 / PHONE 305-296-5555

(Same as "Sold To" unless otherwise indicated below)

SOLD TO D.L. Porter

SHIP TO

RECEIVED
DEC 21 2023

D.L. Porter Constructors, Inc.

CUSTOMER ORDER NO.	JOB NAME	SHIPPED VIA	DATE	CUST. NO.
			12-21-23	

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
			3 pcs 3/16 plate cut to fit		
				2 at $35	70.00
			0624 | 2211		
			142		
			acct 14		
			per [illegible]		
			ENTERED		
			DEC 22 2023		5.00

INVOICE TOTAL $75.00

Purchaser acknowledges that he/it has read the Terms and Conditions of sale listed on the reverse side of this invoice; and that he/it understands same and agrees to be bound thereby.

PLEASE REMIT TO ADDRESS ABOVE

CUSTOMER COPY

COPY

Key West Welding & Fabrication, Inc.

153218

P.O. Box 2658 / KEY WEST, FLORIDA 33045 / PHONE 305-296-5555

RECEIVED

DEC 21 2023

SOLD TO D.L. Porter

(Same as "Sold To" unless otherwise indicated below)

SHIP TO

D.L. Porter Constructors, Inc.

CUSTOMER ORDER NO.	JOB NAME	SHIPPED VIA	DATE	CUST. NO.
	The Sanctuary		12/21/23	

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
			4" Pipe Bollard Cover		
			Powder Coat		
				165.00	165.00
			0624 | 2211		
			142		
			DC-4414		
			2211		
			The Sanctuary		
			ENTERED		
			DEC 22 2023		750.00

INVOICE TOTAL $ 1150.90

Purchaser acknowledges that he/it has read the Terms and Conditions of sale listed on the reverse side of this invoice; and that he/it understands same and agrees to be bound thereby.

PLEASE REMIT TO ADDRESS ABOVE

CUSTOMER COPY

Koster Konstruction
remodels, residential, & commercial

18507 Crooked Ln
Lutz, Fl. 33548
cell: 813-624-4562
fax: 813-920-5150

INVOICE

NUMBER	6521
DATE	1/2/24

DESCRIPTION	AMOUNT
D.L. Porter	
Install seven (7) bollards - excavate, set in concrete	$2,920.92
base, filled, poured and painted. Concrete material	
and paint included. Bollards provided by others.	
TOTAL	$2,920.92

TERMS

Gary's Plumbing and Fire, Inc.
Ph. (305) 296-6013
6409 2nd Terrace Suite 1
Key West, FL 33040
Ph. (305) 296-6013

garysplumbing1@aol.com

Proposal

Date
1/8/2024

Name / Address
DL Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238

Project
Public Defender

Qty	Description	Cost	Total
	Ref: Public Defender Provide all labor and material necessary to install pressure booster in order to allow restroom flushometer fixtures in the rear building to properly operate with existing water pressure from FKAA. Pump to be 1.5HP, 230v, 30GPM maximum pressure boost. System to be located on the right exterior wall, mounted 7' up on an aluminum stand. Weather proof enclosure by others.		
	Proposal amount	7,420.00	7,420.00
	Exclusions: Electrical connection to supply pump - requires 230 volt / single phase		

`We appreciate your continued business.

Subtotal	$7,420.00
Sales Tax (7.5%)	$0.00
Total	$7,420.00

Signature / Title _____

THE HOME DEPOT

How doers get more done.

2811 N ROOSEVELT KEY WEST, FL 33040
305-293-1313 NOW HIRING!

6313 00002 52577 01/17/24 11:49 AM
SALE CASHIER NADEGE

092097241428 TPCNW1-3/4 <A> 6.77
TAPCON 1/4 X 1-3/4 HWH WHITE 8CT
832794006759 MAYA MBX SS <A> 94.93
WM-A MAYA LOCKING MAILBOX SS

SUBTOTAL	101.70
SALES TAX	7.63
TOTAL	$109.33
XXXXXXXXXXXX2108 HOME DEPOT	
	USD$ 109.33
AUTH CODE 017141/0027863	TA

D L PORTER CONSTRUCTORS IN
BLANCHARD ROBERT
Chip Read
AID A0000000049999D8400305 THD PLCC PRO

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-9400 SUMMARY
THIS RECEIPT PO/JOB NAME: 2211

2024 PRO XTRA SPEND 01/16: $3,225.11
INCLUDES:
2024 PROXTRA SAVINGS 01/16: $31.80

As of 01/17/2024 your Paint Rewards level is Bronze; Spend 3419.37 more in qualifying paint purchases to earn Silver (15.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

6313 01/17/24 11:49 AM

6313 02 52577 01/17/2024 7783

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	01/16/2025

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

COPY

www.homedepot.com/survey
User ID: HTK 111756 105445
PASSWORD: 24067 105443

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

RECEIVED
JAN 17 2024
D.L. Porter Constructors, Inc.

0549 | 2211
142
CO#14

1/17/24- ~~per Robert~~
mailbox -
change order
per Jim

Florida Keys Electric, Inc.

905 Overseas Highway | Key West, FL 33040
305.296.4028 | admin@flkeyselectric.com
www.flkeyselectric.com

PROPOSAL

01/16/24

Prepared for:
DL Porter Constructors, Inc.
(941) 929-9400
robert@dlporter.com

Project Location:
Public Defender 16th Judicial Circuit
316 Simonton Street
Key West, FL 33040

SCOPE OF WORK:

- Install conduit, wire and all associated material to provide 120/240V; 125A power from the main panel to a 125A sub-panel.
- Install 120/240V; 125A sub-panel next to the main panel.
- Install conduit, wire and all the associated material to provide 120/240V; 30A power from the sub-panel to a pressure pump system.

TOTAL PROPOSAL PRICE: **$5,207.11**

TERMS

Proposal does not include any additional work or material due to unforeseen problems that may be discovered after work has begun. This proposal is separate from any previous proposal written or implied and requires authorization and purchase order to proceed. Jobs that require special order parts will not go on the schedule until parts have been delivered.

Signature of Acceptance

Signature of Acceptance

ISLAND MECHANICAL CONTRACTING, LLC
PO Box 1291
Tavernier, FL 33070

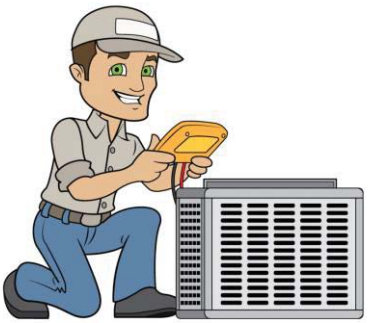
Date: 1/20/2024

TO: **D.L. Porter Constructors, Inc.**
Attn: Coleen Castagna
6574 Palmer Park Circle
Sarasota, FL 34238

Inv #: 4378

Coleen@dlporter.com

Qty	Description	Amount
1	Move compressor off the slab and mount on wall	$ 1,100.00
	TOTAL DUE:	$ 1,100.00



(305) 587-1851
islandmech@yahoo.com

CHANGE ORDER SPREADSHEET

Change Order #:	14	**DL Porter Constructors**
PCO #:	16	**Public Defender Key West Office**
Date Submitted:	1/23/2024	

BASIS OF ESTIMATE:

1. No overhead on Builder's Risk Insurance - Overhead by definition includes insurance expenses (Sec 00750, 7.2.4)
2. If Sub performs work; GC Can only charge 5% for Management (Sec 00750, 7.2.4 #2)
3. If work is self -performed, only 5% overhead and 5% Profit allowed (Sec 00750, 7.2.4 #2)
4. When both increases/decreases; markups shall be calculated using net total. (Sec 00750, 7.2.4)
5. Direct Costs are considered overhead and are not entitled to percentage markups (Sec. 00750, 7.2.4)
6. No Sales Tax included in Markup Calculation (Sec. 00750, 7.2.4)
7. Sec 00750 7.4.2.4 "use of small tools" is included in overhead

ADDITIONAL WORK / *CALCULATED MARKUPS*

CONTRACTOR EXPENSES/DIRECT COSTS (Used for General Conditions when there is a significant change in time)

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	5% OVERHEAD*	5% PROFIT**	5% MANAGEMENT**[1]	TOTALS
Add for permitting for the Charging Stations				$167.13	$0.00	$0.00		$167.13
				$0.00	$0.00	$0.00		$0.00
				$0.00				$0.00
Subtotal				**$167.13**	$0.00	$0.00		**$167.13**

CONTRACTOR DIRECT WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	Sales Tax	5% OVERHEAD*	5% PROFIT**	TOTALS
				$0.00				$0.00
	LABOR	EQUIPMENT	MATERIALS					
Furniture wall material-Manley & Home D			$503.90	$503.90	$37.80			$503.90
Bollard material-Key West Weldng			$1,841.00	$1,841.00	$138.08			$1,841.00
Furnish & Install al WM-A Maya Locking Mail Box-Manley deBoer & DLP		$50.00	$101.70	$151.70	$7.63			$151.70
				$0.00				$0.00
				$0.00				$0.00
Subtotal				**$2,496.60**	**$183.51**	$124.83	$124.83	**$2,929.77**

SUBCONTRACTED WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	Sales Tax	5% MANAGEMENT**[1]	TOTALS
Build out 3 walls-frame, drywall, paint-Key West Home Impr				$4,793.00			$4,793.00
Add 7 bollards-Koster Konstruction				$2,920.92			$2,920.92
Credit for two chain link gates				-$439.00			-$439.00
Credit for HDMI Wireless receiver / Transmitter				-$181.68			-$181.68
Add a Booster Pump to the down stream side of the domestic water service -Gary's Plumbing				$7,420.00			$7,420.00
Add electrical service to energize the booster pump-Fl Keys Electric				$5,207.11			$5,207.11
Relocate mini split compressor -Island Mechanical				$1,100.00			$1,100.00
Subtotal				**$20,820.35**		$1,041.02	**$21,861.37**

CONTRACTORS BOND

ITEM DESCRIPTION	CHANGE ORDER SUBTOTAL	TOTALS
P & P Bond @ 2%	***$24,958.27***	$499.17
Subtotal		**$499.17**

Subtotal			$24,958.27	
Overhead at 5%	$124.83			
Profit at 5%		$124.83		
Management at 5%			$1,041.02	
CHANGE ORDER GRAND TOTAL				**$25,457.44**

1346

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE: Card Sound Road Resurfacing Project
CHANGE ORDER NO: 2

INITIATION DATE: 8/23/23
TO CONTRACTOR: General Asphalt Co., Inc. **CONTRACT DATE: 3/22/23**

The Contract is changed as follows:

The original Contract Sum	$2,069,431.24
Net change by previously authorized Change Order	$0
The Contract Sum prior to this Change order was	$2,069,431.24
The Contract Sum is increased by this Change Order #2	$0
The Revised Contract Sum including this Change Order	$2,069,431.24
The Contract Time will be increased by	45 days
The Date of Substantial Completion as of the date of this change order is	2/26/24

The Contractor has requested a change order for 45-day time extension due to Subcontractor scheduling, weather delays, and holiday schedule. The previous completion date was January 12th, 2024. The new substantial completion date is February 26th, 2024.

The project commencement was June 6, 2023.
Contractor agrees to accept the increase in monetary compensation and hereby waives and releases any and all claims for any additional compensation related to these bid items.

This Change Order is (0.00%) of the original contract price.

CONTRACTOR _____ 01/16/24
Date

ENGINEERING SERVICES DIRECTOR Judith Clarke, P.E. Digitally signed by Judith Clarke, P.E. Date: 2024.01.16 09:17:51 -05'00'
Date

ASSISTANT COUNTY ADMINISTRATOR _____ Digitally signed by Kevin G. Wilson, P.E. Date: 2024.01.17 17:21:54 -05'00'
Date

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☒

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer/architect approves the change order. Yes ☒ No ☐

  If no, explanation of why: N/A

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE: Card Sound Bridge Navigational Lighting Replacement Project
CHANGE ORDER NO: 1 **INITIATION DATE: 1/22/24**
TO CONTRACTOR: Horsepower Electric, Inc. **CONTRACT DATE: 6/21/23**

The Contract is changed as follows:
The original Contract Sum ..... $97,069.00.
Net change by previously authorized Change Order $0
The Contract Sum prior to this Change order was..... $97,069.00.
The Contract Sum is (increased) by this Change Order #1..... $8,615.00.
The Revised Contract Sum including this Change Order ..... $105,684.00.

Pursuant to contract article 7.2.2, the cost or credit to the owner resulting from a change in the Work shall be determined in one or more of the following:

7.2.2.1 mutual acceptance of lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
7.2.2.2 unit prices stated in the Contract Documents or subsequently agreed upon.
7.2.2.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

As a result of additional work to repair bridge fender piles to allow installation of bridge height gauge and lighting, the original contract sum is increased by **$8,615.00**. This additional work is necessary to provide safe passage of marine traffic underneath the bridge.

There is no contract time increase associated with this change.

CONTRACTOR HORSEPOWER ELECTRIC 1/23/24
Date

ENGINEERING SERVICES DIRECTOR Judith Clarke, P.E. Digitally signed by Judith Clarke, P.E. Date: 2024.01.23 12:36:34 -05'00'
Date

ASSISTANT COUNTY ADMINISTRATOR Digitally signed by Kevin G. Wilson, P.E. Date: 2024.01.30 14:05:03 -05'00'
Date

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation:
  Additional fender pile work was added to this contract.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $100,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer/architect approves the change order. Yes ☒ No ☐

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

Proposal

HORSEPOWER ELECTRIC, INC.
8105 W. 20th Ave. Hialeah, FL 33014
(305) 819-4060

PROPOSAL SUBMITTED TO	PHONE	DATE
Monroe County Engineering	305 797-2816	1/4/2024
STREET	**JOB DESCRIPTION**	
2955 Overseas Hwy.	Repair of 4 Timer Piles	
CITY, STATE AND ZIP CODE	**JOB LOCATION**	
Marathon, FL 33050	Card Sound Bridge	

ARCHITECT/DESIGNER	DATE OF PLANS	ATT:	FAX
n/a	n/a	Clark Briggs	-

Description	QTY	UOM	Unit Price	Total
Barge w/ Captain	1	ED	$ 2,500.00	$ 2,500.00
Spotter	1	ED	$ 225.00	$ 225.00
Generator	1	ED	$ 250.00	$ 250.00
Drill w/Drill Bit 24"	1	ED	$ 415.00	$ 415.00
Platform	1	ED	$ 850.00	$ 850.00
L Brackets	16	EA	$ 46.85	$ 749.60
Treaded Rods w/ washers lock, nuts	2	EA	$ 137.50	$ 275.00
Lag Bolts	64	EA	$ 2.35	$ 150.40
Labor 3 Men Crew	8	HR	$ 400.00	$ 3,200.00

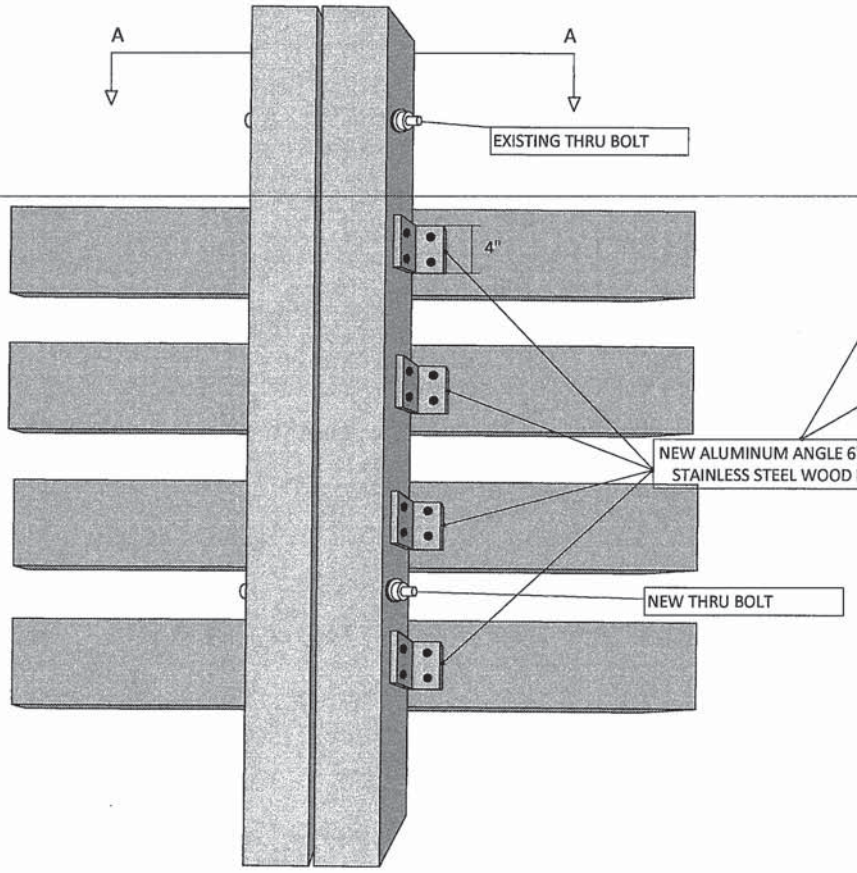
Total **$ 8,615.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingents upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

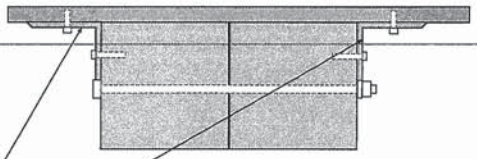
Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____ SIGNATURE _____

TIMBER PILES WITH FENDER



VIEW A-A



EXISTING CONDITION



COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C18
2023-2114

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Ratification of Amendment #001 to Contract RP-2129.3 between the Alliance for Aging, Inc., (AAA) and Monroe County Board of County Commissioners/Monroe County Social Services In-Home and Nutrition Programs to increase funding by $200,000.00, bringing the contract total from $16,704.30 to $216,704.30 for the contract period of 10/01/2022-09/30/2024.

ITEM BACKGROUND:
The primary purpose of the American Rescue Plan grant funding is to prevent, prepare for, and respond to, the coronavirus disease-19 (COVID-19); including provide supportive services, nutrition services, preventive health, and provide support services for family caregivers. Preference is given to older individuals with the greatest economic need, older individuals with the greatest social need, and clients who continue to practice social distancing due to concerns over COVID-19.

PREVIOUS RELEVANT BOCC ACTION:
BOCC Approved Contract RP-2129.3 on 10/18/2023.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Funding Increase

STAFF RECOMMENDATION: Recommend Approval

DOCUMENTATION:

BACKUP Alliance for Aging RP-2129.3.pdf
Monroe RP-2129.3 AMENDMENT 001.pdf

FINANCIAL IMPACT:

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: October 27, 2023

TO: Sheryl Graham, Director
Social Services

ATTN: Lourdes Francis, Administrator
Social Services

Kim Wilkes Wean, Sr. Administrator
Social Services

FROM: Liz Yongue, Deputy Clerk

SUBJECT: October 18, 2023 BOCC Meeting

The following item has been executed and added to the record:

C29 American Rescue Plan Contract RP-2129.3 between the Alliance for Aging, Inc., (AAA) and Monroe County Board of County Commissioners/Monroe County Social Services for a funding total of $16,704.30 for contract period 10/01/2023 - 09/30/2024.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

ALLIANCE FOR AGING, INC.
STANDARD CONTRACT

American Rescue Plan

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance," and **Monroe County Board of County Commissioners, Social Services/In-Home Services**, hereinafter referred to as the "Provider", and collectively referred to as the "Parties." The term Provider for this purpose may designate a vendor, sub-grantee or sub-recipient, the status to be further identified in ATTACHMENT II, Exhibit-2 as necessary.

WITNESSETH THAT:
WHEREAS, the Alliance has established through the Area Plan that it is in need of certain services as described herein; and
WHEREAS, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Provider of the Alliance.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Purpose of Contract**
The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

2. **Definitions**
ADL – Activities of Daily Living
APS – Adult Protective Services
ADA – Americans with Disabilities Act
Alliance – Area Agency on Aging
APCL – Assessed Priority Consumer List
CIRTS – Client Information and Registration Tracking System
DOEA – Department of Elder Affairs (The Department)
I&R – Information and Referral
IADL – Instrumental Activities of Daily Living
MDD – Major Disaster Declaration
MOA – Memorandum of Agreement
MOU – Memorandum of Understanding
PSAs – Planning and Service Areas corresponding to Miami-Dade and Monroe Counties
SPA – Service Provider Application
USDA – United States Department of Agriculture

3. **Incorporation of Documents within the Contract**
The contract incorporates by reference attachments, proposal(s), solicitation(s), Provider's Service Provider Application, and the current DOEA Programs and Services Handbook. Any and all contracts or agreements executed between the Provider and the Alliance during the effective period of this contract shall be governed in accordance with the applicable laws and statutes.

4. **Term of Contract**
The contract shall begin at twelve (12:00) A.M., Eastern Standard Time, on **October 1, 2023**, or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time, on **September 30, 2024**.

5. **Contract Amount**
The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$16,704.30** subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

6. **Renewals**
By mutual agreement of the parties, the Alliance may renew the contract for two additional one-year periods. Contingent upon satisfactory performance evaluations by the Alliance and the availability of funds, any renewal is subject to the same terms as the

original contract and any amendments, with the exception of establishing unit rates which is described further in this section. The original contractual unit rates are set forth in the bid proposal and reply.

Requests to renegotiate the original contractual established rates are provided for in the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

This contract may be extended upon mutual agreement for one extension period not to exceed six months to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

7. Compliance with Federal Law

7.1 This contract contains federal funds. The following shall apply:

7.1.1. The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

7.1.2 If this contract contains federal funds and is over $100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.

7.1.3. The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. The Provider must complete all disclosure forms as required, specifically the Certification of Assurances Attachment, which must be completed and returned with this signed contract.

7.1.4. In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

7.1.5. A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign the Certification and Assurances Attachment prior to execution of this contract.

7.2. The Provider shall not employ an unauthorized alien. The Alliance shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the Alliance.

7.3. If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax-exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.

7.4. The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

7.5. Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

7.6. To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract term. Provider shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor and/or vendor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

8. Compliance with State Law

8.1. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.

8.2. The Provider shall comply with the requirements of s. 287.058, Florida Statutes (F.S.) as amended.

8.2.1. The Provider shall provide units of deliverables, including reporting, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment.

8.2.2. The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in ATTACHMENT I, Section III. Method of Payment.

8.2.3. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

8.2.4. If itemized payment for travel expenses is permitted in this contract, the Provider will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

8.2.5. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision shall constitute an immediate breach of contract for which the Alliance for Aging, Inc. may unilaterally terminate the contract.

8.3. If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, Florida Administrative Code (F. A. C).

8.4. Subcontractors and/or vendors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

8.5. The Provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

8.6. In accordance with s. 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to s. 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with the Department for goods or services of $1,000,000 or more. Pursuant to s. 287.135 F.S., the Alliance may terminate this contract if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Provider shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this contract.

9. Background Screening

9.1. The Provider shall comply with and ensure subcontractors are in compliance with the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S.

9.2. Further information concerning the procedures for background screening is found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php

10. Grievance Procedures

The Provider shall comply with and ensure subcontractor and/or vendors compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOEA Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

10.1. Complaint Procedures

The Provider shall develop and implement complaint procedures and ensure that subcontractors and/or vendors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, the determination of each complaint, and the follow-up with the client to ensure satisfaction with the resolution

11. Public Records and Retention

11.1. By execution of this contract, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

11.1.1 Keep and maintain public records required by the Department to perform the contracted services.

11.1.2 Upon request from the Department's custodian of public records, provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.F.S., or as otherwise provided by law.

11.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Alliance.

11.1.4 Upon completion of the contract, the Provider will either transfer, at no cost to the Department or the Alliance, all public records in possession of the Provider, or will keep and maintain public records required by the Department. If the Provider transfers all public records to the Department upon completion of the contract, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

11.2 The Alliance may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Provider to comply with ATTACHMENT I of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Coordinator
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32399
850-414-2342
doeapublicrecords@elderaffairs.org

12 Audits, Inspections, Investigations, Public Records and Retention

12.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Alliance under this contract. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

12.2 The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department or the Alliance.

12.3. Upon demand, at no additional cost to the Department or the Alliance, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 12.2.

12.4. The Provider shall assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Alliance.

12.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, the Department and Federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

12.6. The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.

12.7. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Department's Inspector General pursuant to s. 20.055, F.S. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to this contract agree to cooperate with the Alliance or Inspector General in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S. By execution of this contract the Provider conveys that it understands and will comply with this subsection.

13. Nondiscrimination-Civil Rights Compliance

13.1 The Provider shall execute assurances in ATTACHMENT VI that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, subcontractors, vendors, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

13.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.

13.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

13.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a

court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

14. Provision of Services

The Provider shall provide the services referred to in ATTACHMENT VII in the manner described in the Department's Programs & Services Handbook and the Provider's Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

15. Monitoring by the Alliance

The Provider shall permit persons duly authorized by the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor/vendor employees of the Provider to assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the Provider a written report of its findings, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to timely correct all deficiencies identified in the CAP.

16. Coordinated Monitoring with Other Agencies

If the Provider receives funding from one or more of the State of Florida human service agencies, in addition to Alliance funding, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

16.1 New Contract(s) Reporting:

The Provider shall notify the Alliance within ten (10) days of entering into a new contract with any other state human service agency. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information.

17. Indemnification

The Provider shall indemnify, save, defend, and hold harmless the Department and the Alliance and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify the Alliance for claims, demands, actions or causes of action arising solely out of the Alliance's negligence.

18. Insurance and Bonding

18.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The Alliance shall be included as an additional insured on the Provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes –occur. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that the Alliance has copy of the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Alliance reserves the right to require additional insurance as specified in this contract.

18.2 Throughout the term of this agreement, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

19. Confidentiality of Information

The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

21. Incident Reporting

21.1 The Provider shall notify the Alliance immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's, subcontractor's, or vendor's ability to perform the services required to be performed under any contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

21.2 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Provider, subcontractors, vendors, and their employees.

22. Bankruptcy Notification

If, at any time during the term of this contract, the Provider, its assignees, subcontractors, vendors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Alliance. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity

23.1 As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name), the State of Florida Department of Elder Affairs and the Alliance for Aging, Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" and "Alliance for Aging, Inc." shall appear in at least the same size letters or type as the name of the organization.

23.2 The Provider shall not use the words "The State of Florida Department of Elder Affairs" or "Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Alliance prior to use.

24. Assignments

24.1 The Provider shall not assign the rights and responsibilities under this contract without the prior written approval of the Alliance, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Alliance will constitute a material breach of the contract.

24.2 The Alliance shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another agency upon giving prior written notice to the Provider. In the event the Alliance approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract.

24.3 This contract shall remain binding upon the successors in interest of either the Provider or the Alliance.

25. Subcontracts

25.1 The Provider is responsible for all work performed pursuant to this contract whether actually furnished by the Provider or its subcontractors and/or vendors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Alliance deems necessary. The Provider must ensure that the Alliance has a current list of all subcontractors and/or vendors. The Provider further agrees that the Alliance shall not be liable to the subcontractor and/or vendor in any way or for any reason. The Provider, at its expense, shall defend the Alliance against any such claims.

25.2 The Provider shall promptly pay any subcontractors and/or vendors upon receipt of payment from the Alliance. Failure to make payments to any subcontractor and/or vendor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor and/or vendor, will result in a penalty as provided by statute.

26. Independent Capacity of Provider

It is the intent and understanding of the Parties that the Provider, or any of its subcontractors and/or vendors, are independent Providers and are not employees of the Alliance and shall not hold themselves out as employees or agents of the Alliance without specific authorization from the Alliance. It is the further intent and understanding of the Parties that the Alliance does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors and/or vendors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

27. Payment

27.1. Payments will be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Alliance will have final approval of the invoice for payment and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's fiscal section for budgetary approval and processing. Disputes arising over invoicing, and payments will be resolved in accordance with the provisions of s. 215.422 F.S.

27.2. The Provider agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Provider shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating in this contract by reference: (a) paragraph (16) (b) of s. 216.181, F.S., regarding advances; (b) Rule 691-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at:
http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this contract by reference, including paid subcontractor and/or vendor invoices, and will be produced upon request by the Alliance. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 4 of this contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable.

27.3. The Provider, its subcontractors and/or vendors shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this contract to be received and accepted by the Contract Manager prior to payment.

27.4. Payments will be made to the Provider based on a complete and correct invoice, invoices that are incomplete or with incorrect total will not be processed and will be returned to the Provider for correction. Fiscal staff will not be able to correct or make changes to the invoices. Returning invoices for corrections may result in failure to receive payment for that month. Invoices shall be submitted timely as per ATTACHMENT VIII in order to avoid any payment delays.

27.5. Each service performed shall be recorded as specified in the client information and registration tracking system (CIRTS) guidelines. Supporting documentation of services provided must be adequate to permit fiscal and programmatic evaluation and ensure internal management.

28. Return of Funds

The Provider will return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager, on behalf of the Alliance, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance notification or Provider discovery.

29. Data Integrity and Safeguarding Information

The Provider and its subcontractors and/or vendors shall insure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subcontractors and/or vendors maintain written procedures for computer system back-up and recovery. The Provider shall complete and sign ATTACHMENT III prior to the execution of this contract.

30. Social Media and Personal Cell Phone use:

30.1 Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Provider agrees to the following social media and personal cell phone use requirements.

30.2 Social Media Defined. The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

30.3 Application to any direct or incidental DOEA or other state business. This contract applies to any DOEA or other state business conducted on any of the Provider's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

30.4 Application to DOEA, Alliance, and Providers Equipment. This contract applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA. Provider acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

30.6 Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal, or state law are on file with the Provider's records.

31. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

No employee, officer, or agent of the Provider or subcontractor shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer, or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for

award. The Provider or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts.

Pursuant to Chapter 4, Section 2 of the Department of Elder Affairs Program and Services Handbook, no Provider may employ, in any capacity, any member of its governing board or any family member of a person on the board or family member of its Executive Director.

The Providers' board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Providers' employees and subcontractors must make the same disclosures described above to the Providers' Board of Directors. Compliance with this provision will be monitored.

32. Public Entity Crime

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, supplier, sub-Provider, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. If the Provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the Provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement.

33. Emergency Preparedness and Continuity of Operations

The Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify the Alliance of emergency provisions.

In the event a situation results in a cessation of services by a sub-Provider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

34. <u>Purchasing:</u>

34.1 The Provider shall procure products and/or services required to perform this contract in accordance with s. 413.036, F.S.
34.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN S. 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSITTUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.
34.1.2 Pursuant to s. 413.036(1) and (4), F.S., the Provider shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time; (b) the Provider is required by law to procure the product or service from any agency of the state, or (c) the Provider determines that the performance specifications, price, or quality of the product or serve is not comparable to the Provider's requirements.
34.1.3 Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

34.2 The Provider may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S.., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Alliance insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained at https://pride-enterprises.org/.

34.2 The Provider shall procure any recycled products or materials, which are the subject of or are required to carry this contract in accordance with the provisions of s. 403.7065, F.S.

35. The PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at:
https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement terms or conditions the contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

36. Use of State Funds to Purchase or Improve Real Property

No funds under this contract will be used by the Provider to purchase or improve Real Property.
Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

37. Patents, Copyrights, Royalties

37.1 If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract the Provider shall refer the discovery, invention or material to the Alliance to be referred to the Department. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5)(k), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

37.2 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 33.

37.3 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR Part 200.315 or 45 CFR § 75.322, as applicable.

38. Dispute Resolution

Any dispute concerning performance of the contract shall be decided by the Alliance Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

39. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

40. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Miami-Dade County, Florida.

41. Entire Contract

This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the Alliance or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

42. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

43. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

44. Condition Precedent to Contract: Appropriations
The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

45. Addition/Deletion
The Parties agree that, notwithstanding the terms of the procurement documents and actions leading to this contract, the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the best interest of the elder population targeted by the Area Plan and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

46. Waiver
The delay or failure by the Alliance to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the Alliance's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

47. Compliance
The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations, policies of the Alliance and the Department, and the terms of this Contract. The Parties agree that failure of the Provider to abide by these laws, rules, regulations, policies, and terms of this Contract shall be deemed an event of default of the Provider and subject the Provider to disciplinary action including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance or noncompliance, or other administrative action to immediate, unilateral contract cancellation at the discretion of the Alliance.

If the Alliance finds that the Provider fails to abide by all applicable current federal and state statutes, laws, rules and regulations, as well as conditions of this Contract, the Alliance shall provide the Provider a Notice of Violation which shall include a concise statement of the specific violations of the Provider and the facts relied upon to establish the violation.

Upon receipt of the Notice of Violation, the Provider shall have twenty-one (21) days to respond to the Notice of Violation. The Provider's response must include a statement of any disputed issues of material fact and a concise statement of the specific facts the Provider contends warrant reversal or deviation from the Alliance's proposed action, including an explanation of how the alleged facts relate to the specific rules, statutes, or contractual term.

Failure of the Provider to respond to the Notice of Violation within twenty-one (21) days shall be deemed a waiver of the rights outlined above and the Alliance will proceed against the Provider by default.

The Alliance, upon receiving a timely filed response to a Notice of Violation, will forward the response and all accompanying documentation to the Contract Manager to review and consider. The Contract Manager shall, within 30 days after the receipt of the Provider's response, file an order which lays out the final determination of disciplinary action by the Alliance.

48. Final Invoice
The Provider shall submit the final invoice for payment to the Alliance as specified in this contract. If the Provider fails to submit final request for payment as specified in this contract, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

49. Renegotiations or Modifications
Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties.

50. Suspension of Work:
The Alliance may in its sole discretion suspend any or all activities under this contract and any contract or agreement incorporating in this contract, at any time, when in the best interests of the Alliance to do so. The Alliance shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the

Alliance shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Provider to any additional compensation.

51. Termination

51.1 Termination for Convenience. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service with verification of delivery or any expedited delivery service that provides verification of delivery or by hand delivery to the Alliance Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits. See notes on email regarding this paragraph.

51.2 Termination for Cause. The Alliance may terminate this Contract if the Provider fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, (4) abide by any statutory requirement, regulatory requirement, licensing requirement, or Department policy or (5) in the event funds for payment become unavailable for this contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Alliance. The rights and remedies of the Alliance in this clause are in addition to any other rights and remedies provided by law or under the contract.

51.3 Upon expiration or termination of this contract, the Provider and subcontractors shall transfer all public records in its possession to the Alliance and destroy any duplicate public records that are exempt or confidential and exempt from public records, disclosure requirements at no cost to the Alliance. All electronically stored records shall be provided to the Alliance in a format that is compatible with the Alliance's information technology system(s).

52. Successors

This contract shall remain binding upon the successors in interest of either the Alliance or the Provider, subject to the assignment provisions in Section 22 above.

53. Electronic Records and Signature

53.1 The Alliance authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, F.S.. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Ch. 119, F.S.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this contract.

53.2 The Alliance's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Alliance. The Provider is authorized to conduct electronic transactions with the Alliance only upon further written consent by the Alliance.

53.3 Upon request by the Alliance, the Provider shall provide the Alliance or Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Alliance of any document that was originally in electronic form

with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Special Provisions:

The Provider agrees to the following provisions:

54.1 Investigation of Criminal Allegations:

Any report that implies criminal intent on the part of the Provider or any subcontractors and/or vendors and was referred to a governmental or investigatory agency must be sent to the Alliance. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the Alliance immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider, its subcontractors, or vendors, must be sent to the Alliance's contract manager with a summary of the investigation and allegations.

54.2 Volunteers:

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

54.3 Enforcement:

54.3.1 In accordance with section 430.04, F.S., the Alliance may, without taking any intermediate measures available to it against this contract rescind this contract if the Alliance finds that:

54.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement, or substantially and negatively affected the operation of services covered under any contract or agreement;

54.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

54.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;

54.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

54.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating in this contract.

54.3.7 In the alternative, the Alliance may, at its sole discretion, take immediate measures against the Provider, including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action.

54.4 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.

54.5 Use of Service Dollars:

The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by this contract. The Provider will spend all funds provided by this contract to provide such services.

54.6. Surplus/Deficit Report:

The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's

Contract Manager in conjunction with the required monthly billing submission. This report is for this contract between the Provider and the Alliance. The report will include the following:

54.6.1 The Provider's detailed plan on how the surplus or deficit spending exceeding the 1% threshold will be resolved;

54.6.2 Number of clients currently on the APCL, that receive a priority ranking score of four (4) or five (5);

54.6.3 Number of clients currently on the APCL designated as Imminent Risk.

54.6.4 Number of clients served and Aging and Disability Resource Center ("ADRC") client contacts,

In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

54.7 Training: The Provider will attend all required trainings and meetings schedule by the Alliance.

55. Contract Manager

The Alliance may substitute any Alliance employee to serve as the Contract Manager

56. Official Payee and Representatives (Name, Address, and Telephone Numbers)

The name, address, and telephone number of the representative for the Alliance for this contract is:

Max B. Rothman, JD, LL.M. President and CEO
760 NW 107th Ave, Suite 214
Miami, Florida 33172
(305) 670-6500, Ext. 224

The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:

A	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Monroe County Board of County Commissioners, Social Services/In-Home Services 1100 Simonton Street, 2nd Floor Key West, FL 33040 305-292-4510
B	The name of the contact person of the Provider and street address where financial and administrative records are maintained is:	Sheryl Graham Monroe County Board of County Commissioners, Social Services/In-Home Services 1100 Simonton Street, 2nd Floor Key West, FL 33040 305-292-4510
c	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Sheryl Graham Monroe County Board of County Commissioners, Social Services/In-Home Services 1100 Simonton Street, 2nd Floor Key West, FL 33040 305-292-4510
d	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Alliance for Aging, Inc. Fiscal Department 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500
e	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

57. All Terms and Conditions Included

This contract and its Attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this contract, to be executed by their undersigned officials as duly authorized.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, SOCIAL SERVICES/IN-HOME SERVICES

SIGNED BY: R G

NAME: Roman Gastesi

TITLE: County Administrator

DATE: 9/27/2023

ALLIANCE FOR AGING, INC.

SIGNED BY: Max B. Rothman (Oct 3, 2023 10:59 EDT)

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: PRESIDENT AND CEO

DATE: Oct 3, 2023

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cors: Assistant County Attorney

SIGNED BY:
NAME: CRAIG CATES
TITLE: MAYOR
DATE:

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2023 OCT 27 PM 1:31
CLERK CIR. CT.
MONROE COUNTY, FLA.

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MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, SOCIAL SERVICES/IN-HOME SERVICES

SIGNED BY: _____

NAME: Roman Gastesi

TITLE: County Administrator

DATE: 9/27/2023

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christine Cory, Assistant County Attorney

ALLIANCE FOR AGING, INC.

SIGNED BY: Max B. Rothman (Oct 3, 2023 10:59 EDT)

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: PRESIDENT AND CEO

DATE: Oct 3, 2023

(SEAL)
ATTEST: KEVIN MADOK, CLERK
BY: _____ DEPUTY CLERK

SIGNED BY: _____
NAME: CRAIG CATES
TITLE: MAYOR
DATE: _____

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ATTACHMENT II EXHIBIT 1	AUDIT REPLATIONSHIP DETERMINATION
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ATTACHMENT I

ALLIANCE FOR AGING, INC.
STATEMENT OF WORK
American Rescue Plan

SECTION I: SERVICES TO BE PROVIDED

1.1 Alliance for Aging, Inc. Mission Statement

The Alliance mission is to promote and advocate for the optimal quality of life for older adults and their families.

1.2 Program Specific Terms

Area Plan: A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and Department instructions.

Child: An individual who is not more than 18 years of age or an individual with disability.

Disaster Relief Services: Administration on Community Living (ACL) considers disaster relief services for older individuals to be any allowable
OAA services during the period covered by Florida's Major Disaster Declaration (MDD) that are provided to eligible older individuals or family caregivers as defined under the OAA.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is unable to perform at least two Activities of Daily Living (ADLs) without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Major Disaster Declaration: States may request and receive an MDD by the President under the Stafford Act. Florida's request was approved in 2020, which permitted the Alliance and the Provider to use any portion of the funds made available under contract for disaster relief for older individuals. Although the MDD ended on June 26, 2021 when the State's emergency order ceased, these flexibilities were allowed to continue in contracts that were in place as the time the Emergency Order was lifted. As many of the services and plans for American Rescue Plan (ARP) funding was submitted to the Department prior to the Emergency Order being lifted, the flexibilities allowed during the MDD will be allowed in the ARP contract.

1.3 General Description

1.3.1 General Statement

The primary purpose of the American Rescue Plan Program is to prevent, prepare for, and respond to coronavirus disease-19 (COVID-19); including supportive services, nutrition services, preventive health, and support services for family caregivers.

1.3.2 Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

a. Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, 93.052, and 93.053;
b. Older Americans Act of 1965, as amended 2016;
c. American Rescue Plan Act;
d. 42 U.S.C. 247d;
e. 42 U.S.C. §303, 42 U.S.C. §604;
f. Rule 58A-1, Florida Administrative Code (FAC);
g. Section 430.101, Florida Statutes (F.S.); and
h. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.
http://www.allianceforaging.org/providers/program-documents

1.3.3 Scope of Service
The Provider is responsible for the programmatic, fiscal, and operational management of the American Rescue Plan Program within this contract.

1.3.4 Major Program Goals
The major goals of the American Rescue Plan Program are to prevent, prepare for, and respond to COVID-19; including supportive services, nutrition services, preventive health, and support services for family caregivers. Efforts may include COVID-19 vaccination outreach, education, and associated services with helping older adults get vaccinations; and services that address social isolation, including activities for investments in technological equipment.

1.3.5 Leadership and Advocacy
As a designated Focal Point, a provider is encouraged to provide coordination of services for older individuals. The Provider must also provide community leadership on aging issues and serve as the advocate and focal point for the elderly within the community in cooperation with agencies, organizations and individuals participating in activities funded by the Alliance. Advocacy should include initiating positive changes in public or private policies and attitudes towards older persons, taking action to improve, modify, or eliminate situations which adversely impact on lives of older persons, or expressing support for older persons and their interests. Advocacy activities may be broadly supportive of the general interests of older persons or may involve specific activities on behalf of individuals.

1.4 Clients to Be Served

1.4.1 General Description
The American Rescue Plan Program gives preference to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas), and clients who are practicing social distancing due to the COVID-19 public emergency.

1.4.1.1 American Rescue Plan Program, General Client Eligibility

a. American Rescue Plan Program
Consumers shall not be dually enrolled in an American Rescue Plan Program and a Medicaid capitated Long-Term Care Program, except consumers in need of American Rescue Plan Legal Assistance services and American Rescue Plan Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. American Rescue Plan Program for Supportive Services under Title III-B of the Older Americans Act
i. Individuals must be age sixty (60) or older; and
ii. I&R/Assistance services are provided to individuals regardless of age.

c. American Rescue Plan Program for Nutrition Services under Title III-C1 and III-C2 of the Older Americans Act
General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:
i. Cannot afford to eat adequately;
ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
iv. Have a disabling illness or physical condition requiring nutritional support;
v. Have been screened at a high nutritional risk; or

vi. Are unable to obtain nutrition because the individual is practicing social distancing due to COVID-19.

d. American Rescue Plan Program for Congregate Nutrition Services under Title III-C1 of the Older Americans Act
   i. In addition to meeting the general nutrition services eligibility requirements listed in Section 1.4.1.c. above, individuals eligible to receive nutrition services include the following:
      (1) Individuals age sixty (60) or older;
      (2) Any spouse (regardless of age) who resides at home with or attends the dining center with his/her eligible spouse;
      (3) Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided or home delivered meals are delivered;
      (4) Disabled persons who reside at home with or accompany an eligible person to the dining center;
      (5) Volunteers, regardless of age, who reside at home with or provide essential services on a regular basis during meal hours;
      (6) Persons at nutritional risk who have physical, emotional, or behavioral conditions which would prevent them from obtaining nutrition; and
      (7) Persons at nutritional risk who are socially or otherwise isolated and unable to obtain nutrition.

e. American Rescue Plan Program for Home Delivered Nutrition Services under Title III-C2 of the Older Americans Act
   i. In addition to meeting the general nutrition services eligibility requirements listed in Section 1.4.1.c. above, individuals must be unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:
      (1) Individuals aged sixty (60) or older who are incapacitated because of illness, disability, or isolation;
      (2) A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
      (3) Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care, and;
      (4) Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate;
      (5) Persons at nutritional risk who are socially or otherwise isolated, including those who are self-isolating at home due to COVID-19, and unable to attend a congregate nutrition site; or
      (6) Individuals age 60 or older who are unable to prepare meals due to a lack of inadequacy of facilities, an inability to shop, cook, or prepare meals safely, or a lack of appropriate knowledge or skill.

f. American Rescue Plan Program for Preventative Health Services Under Title III-D of the Older American Acts
   i. Target individuals must be age sixty (60) or older; and
   ii. Priority will be given to individuals residing in medically underserved areas.

g. American Rescue Plan Program for Family Caregiver Support Program Under Title III-E of the Older American Acts
   i. Eligible individuals include:
      (1) Family caregivers of individuals aged sixty (60) or older; and
      (2) Grandparents [age fifty-five (55) or older] or older individuals [age fifty-five (55) or older] who are relative caregivers.
   ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" as defined above.
   iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

SECTION II – MANNER OF SERVICE PROVISION

2.1 Service Tasks

In order to achieve the goals of the American Rescue Plan Program, the Provider shall ensure the following tasks:

(1) Client Eligibility Determination: The Provider shall ensure that applicant data is evaluated annually to determine eligibility prior to rendering services. Eligibility to become a client is based on meeting the requirements described in this contract.

(2) Targeting and Screening of Service Delivery for New Clients: The Provider shall develop and implement policies and procedures consistent with American Rescue Plan Program targeting and screening criteria.

(3) Program Services: The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and report performance of the following services are in accordance with the current DOEA Programs and Services Handbook.

(4) Program Eligibility Requirements

a. Eligibility Criteria

Entities must meet the following criteria to be eligible for program participation:

i. An agency that has received a grant under American Rescue Plan Program; and

ii. A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Alliance and the Department.

b. Provider's Nutrition Service Operations

The Provider shall ensure the nutrition service operations of the Provider meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current DOEA Programs and Services Handbook, the Department of Health and Human Services, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State. The Provider must agree to notify the Alliance of any sanitation inspections, especially those that include high priority violations and provide a copy of the report to the Alliance within 24 hours. Closures must be reported immediately. All subcontracted food service vendors must provide a written corrective action plan to the Nutrition Provider for any high priority or significant findings on sanitation inspections. The corrective action plans must be approved by the Provider's RD and submitted to the Alliance to ensure that deficiencies are remedied.

c. Prescribed Nutritional Requirements

The Provider shall ensure that each meal provided under this contract meets the following criteria:

i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture.

ii. Provides a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences; and

iii. Is served from and approved Alliance menu.

(5) Monitoring the performance of its subcontractors and/or vendors.

(6) Comply with the Alliance's Nutrition policies and procedures.

(7) The Alliance has contracted for technology services through CLARIS, CARE PREDICT, ELLIQ, TRUALTA, and AGELESS INNOVATION as applicable. Where appropriate, Provider shall oversee, ensure installation, follow up, facilitate the return of the equipment (if applicable), and comply with the use of these technology service contracts to support in reducing social isolation and loneliness and to support Caregivers.

2.2 Use of Subcontractors and/or Vendors

If this contract involves the use of a subcontractor and/or vendor, then the Provider shall not delay the implementation of its agreement with the subcontractor or vendor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more the initiation of the subcontract/vendor or the performance of the subcontractor/vendor, the Provider shall notify the Alliance Contract Manager in writing of such delay. The Provider shall not permit a subcontractor/vendor to perform services related to this contract without having a binding subcontractor/vendor agreement executed. The Alliance will not be responsible or liable for any obligations or claims resulting from such action.

2.2.1 Copies of Subcontracts/Vendors

The Provider shall submit a copy of all subcontracts and/or vendors to the Alliance Contract Manager within thirty (30) days of execution of each subcontract agreement. Throughout the contract period, the Provider shall immediately submit and changes to subcontractors to the Alliance Contract Manager.

2.2.2 Monitoring the Performance of S ubcontractors and/or Vendors

The Provider shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract.

a. Sub-recipients - The Provider shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this contract are achieved.

b. Vendors – The Provider shall perform administrative and programmatic monitoring to ensure contractual compliance, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, and the scope of work is accomplished within the specified time periods, and other performance goals stated in this contract are achieved. The Provider shall perform a modified fiscal monitoring to include billing/invoicing procedures and reconciliation to ensure fiscal accountability and sustainability.

2.2.3 The Provider shall ensure that all required client data for services provided by subcontractors and/or vendors are entered in the CIRTS database per the Department's CIRTS Policy Guidelines. The data must be entered into the CIRTS database before the Provider submits the Request for Payment and Expenditure Reports to the Alliance. The Provider shall establish time frames with its subcontractors and vendors to ensure compliance with due dates for the Requests for Payment and Expenditure Reports to the Alliance.

2.3 Staffing Requirements

2.3.1 Staffing Levels

The Provider shall assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under this contract and ensure that subcontractors and/or vendors dedicate adequate staff accordingly.

2.3.2 Professional Qualifications

The Provider shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the DOEA Programs and Services Handbook.

2.3.3 Service Times

The Provider shall ensure the provision of services listed in this contract during normal business hours unless other times are more appropriate the meet the performance requirements of this contract, and it shall monitor its subcontractors and/or vendors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

2.3.4 Use of Volunteers to Expand the Provision of Available Services

The Provider shall make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings.

2.4 Deliverables

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract. The Provider must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Alliance Contract Manager based on the requirements for each deliverable before the Provider submits an invoice requesting payment.

The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and reporting of the following services in accordance with the current DOEA Programs and Services Handbook and this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount.

The Provider shall provide the services described in the contract in accordance with the current DOEA Program and Services Handbook. Units of service will be paid pursuant to the rates established in ATTACHMENT VII.

Additional Stafford Act flexibilities may be allowed and are reflected on ATTACHMETN VII.

The services include the following categories:

2.4.1 **American Rescue Plan for Supportive Services under Title III-B of the Older Americans Act**

Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

(1) Adult Day Care;
(2) Caregiver Training & Support;
(3) Chore & Chore (Enhanced);
(4) Companionship;
(5) Counseling (Gerontological);
(6) Education / Training;
(7) Emergency Alert Response;
(8) Escort;
(9) Healthcare Navigator;
(10) Homemaker;
(11) Housing Improvement;
(12) Legal Assistance;
(13) Material Aid;
(14) Personal Care;
(15) Pet Support Services;
(16) Recreation;
(17) Respite Services (In-Home & Facility)
(18) Screening and Assessment;
(19) Shopping Assistance;
(20) Short Term Case Management
(21) Specialized Medical Equipment, Services, and Supplies;
(22) TCARE;
(23) Technology;
(24) Telephone Reassurance; and

2.4.2. **American Rescue Plan for Congregate Nutrition Services under Title III-C1 of the Older Americans Act**
Nutrition services are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:

(1) Congregate meals;
(2) Congregate meals screening;
(3) Home Delivered Meals;
(4) Nutrition education and nutrition counseling;
(5) Shopping Assistance; and
(6) Telephone Reassurance.

2.4.3. **American Rescue Plan for Home Delivered Nutrition Services under Title III-C2 of the Older Americans Act**
Nutrition services are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:

(1) Home Delivered Meals;
(2) Nutrition education
(3) Nutrition counseling;
(4) Screening and Assessment;
(5) Shopping Assistance; and
(6) Telephone Reassurance.

2.4.4. **American Rescue Plan for Preventive Services under Title III-D of the Older Americans Act**
Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IIID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:

(1) A Matter of Balance;
(2) Bingocise;
(3) Chronic Disease Self-Management Program;
(4) Diabetes Self-Management Program;
(5) Enhance Fitness;
(6) Healthcare Navigator;
(7) HomeMeds;
(8) Programa de Manejo Personal de la Diabetes;

(9) Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
(10) Technology;
(11) Telephone Reassurance;
(12) Tomando Control de su Salud;
(13) Un Asunto de Equilibrio; and

2.4.5. **Caregiver Support Services (IIIE Program)**
The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

(1) Adult Day Care;
(2) Caregiver Training/Support (Individual & Group);
(3) Caregiver Follow-up;
(4) Caring for You, Caring for Me;
(5) Counseling (Gerontological);
(6) Education/Training;
(7) Health Care Navigator;
(8) Home Delivered Meals;
(9) Respite Services (In-Home & Facility);
(10) Screening/Assessment;
(11) Shopping Assistance;
(12) TCARE;
(13) Technology;
(14) Telephone Reassurance; and
(15) Caregiver Support Groups

2.4.6. **Caregiver Support Supplemental Services (IIIES Program)**
The following services are provided to complement the care provided by caregivers:
(1) Chore Services;
(2) Housing Improvement;
(3) Material Aid; and
(4) Specialized Medical Equipment, Services and Supplies.

2.4.7. **Caregiver Support Grandparent Services (IIIEG Program):**
Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include the following:
(1) Legal Assistance;
(2) Caregiver Training/Support;
(3) Caregiver Follow-up;
(4) Caregiver Support Groups;
(5) Caring for You, Caring for Me;
(6) Child Day Care;
(7) Counseling (Gerontological);
(8) Education/Training;
(9) Health Care Navigator;
(10) Legal Assistance;
(11) Pet Support Services;
(12) Screening & Assessment;
(13) Sitter;
(14) Technology;
(15) Telephone Reassurance; and
(16) Transportation

2.5 Reports
The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Alliance. The Provider must establish due dates for any subcontractors and/or vendors that permit the Provider to meet the Alliance's reporting requirements.

2.5.1 **Retrospective Unit Cost Methodology**
The Provider shall submit the Retrospective Unit Cost Methodology to the Alliance annually, no later than 90 days after the provider Fiscal year end. The Retrospective Unit Cost Methodology shall reflect actual costs of providing each service for the preceding Provider fiscal year. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

2.5.2 **Surplus/Deficit Report**

The Provider will respond to the consolidated Surplus/Deficit report in a format provided by the Alliance to the Alliance's contract manager. Surplus/Deficit reports must be submitted with the monthly request for payment. This report is for all services provided in this agreement incorporating in this Contract between the Provider and the Alliance. The report will include the following:

(1) A list of all Services and their current status regarding surplus or deficit, and why they differ from its original budget projections.
(2) A detailed plan on how the surplus or deficit spending exceeding the 1% monthly threshold will be resolved. The plan must include specific budget numbers to reflect how the Provider plans to address the variance.
(3) Number of clients currently on the waitlist (APCL).
(4) Number of Unduplicated Client served.

2.5.3 **CIRTS**

Client Information and Registration Tracking System (CIRTS) Reports:
The Provider shall input ARP-specific data into CIRTS or eCIRTS, depending on the instructions provided by the Alliance, to ensure CIRTS data accuracy. The Provider shall use CIRTS (or eCIRTS-generated reports which include the following:

(1) Client Reports;
(2) Monitoring Reports;
(3) Services Reports; and
(4) Outcome Measures Reports.
(5) Fiscal Reports

2.5.4 **Program Highlights**

The Provider shall submit Program Highlights referencing specific events that occurred under this contract. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Alliance.

2.5.5 **Health and Wellness Reports: Health and Wellness Reports:**

The Provider shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Attachment VIII. The Alliance Healthy Aging staff will provide Provider with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

(1) Information provided in the Monthly Programmatic Report must match CIRTS data and the Request for Payment.
(2) The Provider shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Provider will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
(3) Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
(4) Provider shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, a Sign-In Sheet with signatures and dates must accompany it. Exceptions may be approved by the Alliance Contract Manager. Requests must be made to the Alliance in writing and kept with program documentation.

(5) Participants **must** *sign* their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
(6) The Provider shall abide by all program fidelity requirements and annually observe delivery of EBDPHP services. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be kept and provided to the Alliance upon request.
(7) CDSME Workshop data must be entered into the CDSME Database.
(8) The Provider shall contact the Alliance Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the Alliance Healthy Aging staff, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Provider shall not be reimbursed for the workshop or shall reimburse the Alliance for the cost of the workshop.
(9) The Provider shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with DOH, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
(10) The Provider shall document, and provide to the Alliance upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally. The Provider will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Provider shall review this information and provide updates to the Alliance as necessary.

2.5.6 **ARP Quarterly Report**

The Provider shall submit a Quarterly Report, in a format provided by the Alliance, as listed in ATTACHMENT XI, with the invoice submitted each quarter. The Alliance contract manager will provide the Provider with an Excel template with tab entries for each quarter. A quarter is defined as a calendar quarter.

2.6 Records and Documentation

The Provider agrees to make available to Alliance and/or the Department staff and/or any party designated by the Alliance and/or Department all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program-related information and documentation on any such system designated by the Alliance and/or the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards. Data must be usable and in a readable format by the Alliance and/or the Department.

2.6.1. CIRTS Data Maintenance

The Provider will ensure the accurate collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the Alliance. Maintenance includes valid exports and backups of all data and systems according to Alliance and DOEA standards. The Provider must adhere to the Alliance CIRTS Data Integrity Policies & Procedures, incorporated by reference, in order to ensure data accuracy.

2.6.2 Data Integrity and Back-up Procedures

The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors and/or vendors. These policies and procedures shall be made available to the Alliance upon request.

2.7 Performance Specifications

2.7.1 Outcomes and Outputs (Performance Measures) – At a minimum, the Provider must:

(1) Ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook and in the Manner of Service Provision described in this contract.
(2) Timely and accurately submit to the Alliance all information described in this contract.
(3) Develop, document, and follow strategies in the Service Provider Application (SPA) to support the Department's performance outcome measures in the following criteria:
   a) 66% of new service recipients with high-risk nutrition scores will improve their nutritional status.
   c) 65% of new service recipients will maintain or improve their ADL's assessment score.
   d) 62.3% of new service recipients will maintain or improve their IADL's assessment score.
   e) 89% of family and family-assisted caregivers will self-report they are very likely to provide care.

2.7.2 Monitoring and Evaluation Methodology
The Alliance will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, and/or an on-site visit. The Alliance's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

(1) Desk reviews and analytical reviews;
(2) Scheduled, unscheduled, and follow-up on-site visits;
(3) Client visits;
(4) Review of independent auditor's reports;
(5) Review of third-party documents and/or evaluation;
(6) Review of progress reports;
(7) Review of customer satisfaction surveys;
(8) Agreed-upon procedures review by an external auditor or consultant;
(9) Limited-scope reviews; and
(10) Other procedures as deemed necessary.

2.7.3 Remedies-Nonconforming Services
The Provider shall ensure that all participants served under this agreement are eligible for the program, and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in 2.4, 2.5, 2.6, and 2.7.

Any nonconforming program services, performance reports or financial records not meeting the requirements of this Contract shall not be eligible for reimbursement under this program. The costs associated with hiring, training, reporting and/or managing the program shall be borne solely by the Provider. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the Provider's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

2.8 Provider's Financial Obligations

2.8.1 Consumer Contributions
Consumer contributions are to be used under the following terms:
1) The Provider assures compliance with Section 315 of the OAA as amended in 2006, in regard to consumer contributions;
2) Voluntary contributions are not to be used for cost sharing or matching;
3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
4) Voluntary contributions are to be used only to expand services.

2.8.2 Use of Service Dollars
The Provider is expected to spend all federal, state and other funds provided by the Alliance for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a wait list, a deficit, or a surplus of funds at the end of the contract period, for each program managed by the Provider. Program surpluses must be reported to the Alliance.

2.8.3 Surplus Recapture
In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

2.8.4 The Provider agrees to use funds as detailed in the Budget Summary, ATTACHMENT VIII. Any changes in the amounts of federal funds identified on the Budget Summary for services within each title (Support Services, Nutrition Services Caregiver Support Services) are allowed without contract amendment. Providers must adhere to Alliance's Modified Spending Policy, allowed under this contract, incorporated by reference.

2.8.5 The Provider shall match at least ten percent (10%) of the federal service funds received. The Provider's match will be made in the form of cash, and/or in-kind resources, except for services provided pursuant to American Rescue Plan for Preventive Services under Title III-D of the Older Americans Act. The Provider shall report match funds by title each month on the Receipts and Unit Cost Report identified in ATTACHMENT X, Exhibits 1, 2, 3, and 5. At the end of the contract period, the Provider must properly match American Rescue Plan funds that require a match.

2.8.6 ARP Funds
The Provider assures compliance with Section 306 of the Older Americans Act, as amended in 2006, that funds received under ARP will not be used to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement ARP services.

2.9 ALLIANCE'S RESPONSIBILITIES:

2.9.1 Program Guidance and Technical Assistance
The Alliance will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider. The Providers must attend all required training session and meetings. The support, or lack thereof, shall not relieve the Provider from full performance of contract requirements.

SECTION III: METHOD OF PAYMENT

3.1 General Statement of Method of Payment
The Method of Payment for this contract is a combination of fixed fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Provider performance. The Alliance will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II and in accordance with other terms and conditions of the contract.

3.1.1 Fixed Fee/Unit Rate
Payment for Fixed Fee/Unit Rates shall not exceed amounts established in ATTACHMENT VII, per unit of service.

3.1.2 Cost Reimbursement
Payment may be authorized only for allowable expenditures, which are in accordance with the services specified in ATTACHMENT VII. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report (ATTACHMENT X) beginning with the first month of the contract.

3.1.3 Advance Payments
The Provider may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida ("budget release"). The Provider requests for advance payment require the written approval of the Alliance and the Department's Contract Manager. For the first month's

advance request, the Provider shall provide the Alliance Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Provider is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Alliance's Contract Manager, in his or her sole discretion, has determined that there is a justified need for an advance, the Department may issue approved advance payments up to 30 days after, but not prior to, amendment execution date., the Alliance and the Department may issue approved advance payments after July 1st of the contract year. All advance payments will be reconciled and recouped from the third through the twelfth month. Reconciliation and recouping of advances made under this contract are to be completed in accordance with ATTACHMENT VIII.

3.1.4 Technology Administrative Flat Fee (TAFF)
Payments for Technology Administrative Flat Fee shall not exceed amounts established in ATTACHMENT VII, per technology, and must be billed and submitted on the Technology Administrative Flatt Fee form (ATTACHMENT X, Exhibit 6). Billing must be submitted during the month in which the technology was initiated for the client. Documentation must be maintained in client files to support this administrative billing.

3.2 Method of Invoice Payment
Payment shall be made upon the Provider's presentation of an invoice subsequent to the acceptance and approval by the Alliance of the deliverables shown on the invoice and payment has been received from the Department. The form and substance of each invoice submitted by the Provider shall be as follows:

3.2.1 Request payment on a monthly basis for the units of services established in this contract, provided in conformance with the requirements as described in the DOEA Programs and Services Handbook, and at the rates established in ATTACHMENT VII. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any change to the total contract amount requires a formal amendment.

3.2.2 The Provider shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Alliance using forms Request for Payment (ATTACHMENT IX), Receipt and Expenditure Reports (ATTACHMENT X) for services.

3.2.3 All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests and invoices is Invoice Schedule, ATTACHMENT VIII.

3.2.4 In order to properly manage the program budget, the Provider must submit invoices for payment no later than 90 days after the end of the month in which the expense was incurred, except that invoices cannot be submitted after Close Out Report date. Invoices submitted late will require the approval of the Alliance's Contract Manager. Late invoices will not be paid unless justification is submitted and approved by the Contract Manager.

3.2.5 The Provider shall maintain documentation to support payment requests which shall be available to the Alliance, the Department, and the Department of Financial Services, or other authorized state and federal personnel upon request.

3.2.6 All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

3.3 Payment Withholding
Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in this contract.

3.4 Final Invoice Instructions
Payments for Technology Administrative Flat Fee shall not exceed amounts established in ATTACHMENT VII, per technology, and must be billed and submitted on the Technology Administrative Flatt Fee form (ATTACHMENT X, Exhibit

6). Billing must be submitted during the month in which the technology was initiated for the client. Documentation must be maintained in client files to support this administrative billing.

3.5 Providers' Monthly CIRTS Reports

The Provider must run monthly CIRTS reports and verify client and service data in the CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the Provider's request for payment and expenditure reports can be approved by the Alliance.

3.6 CIRTS Data Entries

The Provider must enter all required data for clients and services in the CIRTS database per the DOEA Programs and Services Handbook and the CIRTS User Manual - Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Providers must enter this data into the CIRTS prior to submitting their requests for payment and expenditure reports to the Alliance. The Provider shall establish deadlines for completing CIRTS data entry to assure compliance with due dates for the requests for payment and expenditure reports that must be submitted to the Alliance.

SECTION IV. SPECIAL PROVISIONS

4.1 Provider's Financial Obligations

4.1.1 Matching, Level of Effort, and Earmarking Requirements

The Provider shall match at least ten percent (10%) of the cost for services funded through this contract, except for services provided pursuant to American Rescue Plan for Preventive Services under Title III-D of the Older Americans Act. The match will be made in the form of cash and/or in-kind resources. The Provider shall report match funds by title each month. At the end of the contract period, the Contractor must properly match American Rescue Plan funds that require a match.

4.1.2 Consumer Contributions

Consumer contributions are to be used under the following terms:

1). The Provider assures compliance with Section 315 of the OAA, as amended in 2020, regarding consumer contributions;
2). Voluntary contributions are not to be used for cost sharing or matching;
3). Voluntary contributions are to be used only to expand services; and
4) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement. (September 2021 – September 2024) KRP21

4.1.3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Provider is expected to spend all federal, state, and other funds provided by the Department for the purpose specified in this contract. For each program managed by the Provider, the Provider must manage the service dollars in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period. If the Alliance determines that the Provider is not spending service funds accordingly, the Alliance may transfer funds to other Providers during the contract period and/or adjust subsequent funding allocations as allowable under state and federal law.

4.1.4 American Rescue Plan Funds

The Provider assures compliance with Section 306 of the OAA, as amended in 2020, and will not use funds received under the American Rescue Plan to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement Title III.

4.1.5 Use of Service Dollars and management of Assessed Priority Consumer List:

The Provider is expected to spend all funds provided by the Alliance for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a wait list and surplus of funds at the end of the contract period for each program managed by the Provider.

4.2 Incident Reporting

The Provider shall notify the Alliance immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of changes, related to a Provider authorized Proviso, that may materially affect the Provider's ability to perform the services required to be performed under this contract and in authorizing Proviso. Such notice shall be made orally to the Alliance Contract Manager (by telephone) with an email to immediately follow, including the Provider's plan for provision of the services authorized in Proviso.

4.3 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Provider or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Alliance which will in turn forward the information to the Department. If the Alliance has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Alliance shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or Subcontractors, must be sent to the Alliance which will in turn send the material to the Department's Inspector General with a summary of the investigation and allegations.

4.4 Volunteers

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

The Provider shall submit an annual unduplicated report of volunteer hours on the format provided by the Alliance. The data collection period is from July 1 to June 30 for each calendar year. The data submission date is 5 business days following the close of the contract period.

ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Alliance to the provider may be subject to audits and/or monitoring by the Alliance and/or the Department as described in this section.

I. MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133, as revised), and s. 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Alliance and/or the Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Alliance. In the event the Alliance and/or the Department determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Alliance and/or the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Alliance and/or the Department.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the Provider expends $750,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Alliance by this agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from the Alliance. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph I, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200.508.

If the Provider expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, is not required. In the event that the Provider expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance and/or the Department shall be fully disclosed in the audit report with reference to the Alliance agreement involved. If not otherwise disclosed as required by 2 CFR Part 200.510, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Alliance in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by s. 215.97(2), F.S.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through the Alliance by this agreement. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Alliance, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph I, the Provider shall ensure that the audit complies with the requirements of s. 215.97(8), F.S. This includes submission of a financial reporting package as defined by s. 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. In the event that the Provider expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance shall be fully disclosed in the audit report with reference to the Alliance agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Alliance in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but-no later than 12 months after the Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this portion, the Alliance retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

II. PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, and required by PART I of this agreement shall be submitted, when required by 2 CFR Part 200.512, by or on behalf of the Provider directly to each of the following:

The Alliance at each of the following addresses:

Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172

For fiscal year 2014 and later, pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Provider shall submit a copy of any management letter issued by the auditor, to the Florida Department of Elder Affairs at the following address:

Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Provider directly to each of the following:

The Florida Department of Elder Affairs at the following address:

Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room
574 111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Department pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Alliance and/or the Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 1

PART 1: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or s. 215.97, F.S. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit I is met. Providers who have been determined to be vendors are not subject to the requirements of 2 CFR Part §200.38, and/or s. 215.97, F.S. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 691-5.006, FAC, Provider has been determined to be:

___ Vendor not subject to 2 CFR Part §200.38 and/or s. 215.97, F.S.
__X__ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or s. 215.97, F.S.
___ Exempt organization not subject to 2 CFR Part §200 and/or s. 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Alliance to subcontract, they must comply with s. 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and 2 CFR Part §200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR Part §200.416- Cost Principles*
2 CFR Part §200.201- Administrative Requirements**
2 CFR Part §200.500- Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR Part §200.400-.411- Cost Principles*
2 CFR Part §200.100 -Administrative Requirements
2 CFR Part §200.500- Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR Part §200.418- Cost Principles*
2 CFR Part §200.100- Administrative Requirements
2 CFR Part §200.500 -Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

Section 215.97, F.S.
Chapter 691-5, Fla. Admin. Code
State Projects Compliance Supplement Reference Guide
for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 2-FUNDING SUMMARY

Note: Title 2 CFR § 200.331, as revised, and s. 215.97, F.S., require that information about Federal Programs and State Projects included in ATTACHMENT II, Exhibit 1 be provided to the recipient. Information contained is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
American Rescue Plan Administration	U.S. Health and Human Services	93.043-044	
American Rescue Plan for Supportive Services under Title III-B of the Older Americans Act	U.S. Health and Human Services	93.044	$9,704.30
American Rescue Plan for Congregate Meals under Title III-C1 of the Older Americans Act	U.S. Health and Human Services	93.045	
American Rescue Plan for Home Delivered Meals under Title III-C2 of the Older Americans Act	U.S. Health and Human Services	93.045	
American Rescue Plan for Preventive Health under Title III-D of the Older Americans Act	U.S. Health and Human Services	93.043	
American Rescue Plan for Family Caregivers under Title III-E of the Older Americans Act	U.S. Health and Human Services	93.052	$7,000.00
TOTAL FEDERAL AWARD			**$ 16,704.30**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOUCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSITANCE SUBJECT TO sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE:
Section 215.97, F.S., Chapter 69I-5, F.A.C., Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

The Alliance will not award this Contract unless the Provider completes these CERTIFICATIONS AND ASSURANCES in performance of this contract. The Provider provides the following certifications and assurances:

A. **Debarment and Suspension Certification *(29* CFR Part 95 and 45 CFR Part 75)**

B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**

C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**

D. **Certification Regarding Public Entity Crimes, s. 287.133, F.S.**

E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub.L. 111-117)**

F. **Certification Regarding Scrutinized Companies Lists, s. 287.135, F.S.**

G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**

H. **Verification of Employment Status Certification**

I. **Records and Documentation**

J. **Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTION.

The undersigned Provider certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

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

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

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

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Provider certifies, to the best of its knowledge and belief, that:

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

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

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub- recipients and contractors shall certify and disclose accordingly.

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

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). -As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by

or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

Providers also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I - financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I - financially assisted program or activity. Provider understands that the Department and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Provider hereby certifies that neither it, nor any person or affiliate of Provider, has been convicted of a Public Entity Crime as defined in s. 287.133, F.S., nor placed on the convicted vendor list.

Provider understands and agrees that it is required to inform the Department immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117).

As a condition of the Contract, Provider assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-24 2), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Contract is in the amount of $1 million or more, in accordance with the requirements of s. 287.135, F.S., Provider hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to s. 215.473, F.S.

Provider understands that pursuant to s. 287.135, F.S., the submission of a false certification may subject Provider to civil penalties, attorney's fees, and/or costs.

If Provider is unable to certify any of the statements in this certification, Provider shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Provider and any subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the

financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Provider, subcontractors, vendors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted, or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Provider will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Provider and any subcontractors and/or vendors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the Provider during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that subcontractors and/or vendors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor and/or vendor during the entire contract term.

The Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all subcontractors and/or vendors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly 0MB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Provider agrees to make available to the Alliance and Department staff and/or any party designated by the Alliance and Department any and all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program-related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by s. 119.070 l(4), F.S., and the Alliance or the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Alliance and the Department for any costs incurred by the Alliance or the Department, and any attorneys' fees assessed or awarded against the Alliance or the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning

this contract or services performed thereunder.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ___ does not ☒ provide for institutional memberships.

Provider's signature below attests that records pertaining to the dues or membership application by the Alliance and the Department are available for inspection as stated above.

By execution of this contract, Provider must include these provisions in all related subcontract agreements (if applicable).

By execution of this contract, Provider must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Provider certifies the representations outlined in parts A through J above, are true and correct.

Signature and Title of authorized Representative

1100 Simonton Street, 2nd Floor
Street Address

Monroe County Board of County Commissioners,
Social Services/In-Home Services
Provider Name

Key West, FL 33040
Date **City, State, Zip code**

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. □□874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d)

evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Sr. Director, Social Services
APPLICANT ORGANIZATION	DATE SUBMITTED
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, SOCIAL SERVICES/IN-HOME SERVICES	9/27/2023

ATTACHMENT VII

CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE

CIRTS SUMMARY FOR THE AGENCY

Services to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Chore IIIB	$24.00	5	$120.00
Companionship IIIB	$11.00	5	$55.00
Escort IIIB	$16.67	5	$83.35
Homemaker IIIB	$33.20	157	$5,202.12
Personal Care IIIB	$33.20	123	$4,071.66
Screening & Assess IIIB	$26.36	5	$131.80
Shopping Assistance IIIB	$13.00	1	$13.00
Telephone Reassurance IIIB	$27.37	1	$27.37
Chore IIIES	$24.00	146	$3,500.00
Specialized Medical Equipment IIIES	Cost Reimb		$3,500.00
TOTAL			**$16,704.30**

ATTACHMENT VIII

ARP CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT

Report Number	Based On	Submit to Alliance On This Date
1	October Advance*	October 25
2	November Advance *	October 25
3	October Expenditure Report	November 6
4	November Expenditure Report	December 6
5	December Expenditure Report	January 6
6	January Expenditure Report	February 6
7	February Expenditure Report	March 6
8	March Expenditure Report	April 6
9	April Expenditure Report	May 6
10	May Expenditure Report	June 6
11	June Expenditure Report	July 6
12	July Expenditure Report	August 6
13	August Expenditure Report	September 6
14	September Expenditure Report	October 6
15	Final Expenditure and Close Out Report	October 31

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Department prior to October 22 or until the agreement with the Alliance has been executed.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued the first month of the agreement.

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, the Provider shall submit payment to accompany the report.

ATTACHMENT IX

REQUEST FOR PAYMENT
ARP - FORM 106
AMERICAN RESCUE PLAN - OLDER ADULT ACT FUNDING

PROVIDER NAME, ADDRESS, PHONE & FED ID NUMBER		TYPE OF REPORT:			
		Advance		Contract #:	
Provider Name:					
Provider Address:				Contract Period:	
		Reimbursement		Report Period	
Provider Telephone:					
				REPORT #:	

CERTIFICATION: I hereby certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above contract.

Prepared By:_____ Date: _____ Approved By:_____ Date: _____

BUDGET SUMMARY		RP3B	RP3C1	RP3C2	RP3D	RP3E		TOTAL
Approved Contract Amount		0.00	0.00	0.00	0.00	0.00		0.00
Previous Month YTD Billed		0.00	0.00	0.00	0.00	0.00		0.00
Prior Month Ending Contract Balance		0.00	0.00	0.00	0.00	0.00		0.00
Current Month Amount Billed		0.00	0.00	0.00	0.00	0.00		0.00
Less Current Month Adv Payback		0.00	0.00	0.00	0.00	0.00		0.00
Contracted Funds Requested for this Month		0.00	0.00	0.00	0.00	0.00		0.00

PSA #11 ARP Forms, Revised October 2021

ATTACHMENT X
EXHIBIT 1

RECEIPTS & UNIT COST REPORT
ARP SubTitle IIIB

PROVIDER NAME, ADDRESS, PHONE# and FEID#	FUNDING SOURCE		THIS REPORT PERIOD:	
0 0 0 0	ARP III-B	X	Report Period	0
			Contract Period:	0
			Contract #:	0
			REPORT #:	0
			PSA #11	

CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units/unduplicated clients' report is correct.

Prepared by: _____ Date:_____ A_____ Approved by: _____ Date: _____

INCOME/RECEIPTS	A. Approved Budget		B. Actual Total Billing for this report	C. Total Billing Year to Date	D. % of Approved Budget
Federal Funds	-		$ -	$ -	#DIV/0!
Program Income				$ -	
Cash Match (IIIB, IIIC1, IIIC2, IIIE)				$ -	
SUBTOTAL: Cash Receipts			$ -	$ -	
Local In-Kind match	$0.00			$ -	#DIV/0!
TOTAL RECEIPTS	$0.00		$ -	$ -	#DIV/0!

Prior Mo. Receipts YTD

Billable Unit Cost Report

(A) Services	(B) Contract Amount	(C) Billable Units	(D) Unit Rate	(E) Amount Earned This Period		(F) Y-T-D Billable Units	(G) Y-T-D Billable Cost
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
HDM				$ -		-	$ -
TERACV							
SACV				$ -		-	$ -
MATE			Cost Reimb.	$ -		-	$ -
HOIM			Cost Reimb.	$ -		-	$ -
SCSM			Cost Reimb.	$ -		-	$ -
Total	$ -			$ -			$ -

Unduplicated Clients Served

(A) Current Month Undup Clients Served	(B) Y-T-D Undup Clients Served

Prior YTD units	Prior YTD $
	$ -

PSA #11 ARP 105 3B Forms, October 2021

ATTACHMENT X
EXHIBIT 2

RECEIPTS & UNIT COST REPORT
ARP SubTitle IIIC1

PROVIDER NAME, ADDRESS, PHONE# and FEID#	FUNDING SOURCE		THIS REPORT PERIOD:	
0			Report Period	0
0	OAA III-C1	X		
0			Contract Period:	0
0				
			Contract #:	0
			REPORT #:	0
			PSA #11	

CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units/unduplicated clients' report is correct.

Prepared by: _____ Date: _____ A _____ Approved by: _____ Date: _____

INCOME/RECEIPTS	A. Approved Budget		B. Actual Total Billing for this report	C. Total Billing Year to Date	D. % of Approved Budget
Federal Funds	-		$ -	$ -	#DIV/0!
Program Income				$ -	
Cash Match (IIIB, IIIC1, IIIC2, IIIE)				$ -	
SUBTOTAL: Cash Receipts			$ -	$ -	
Local In-Kind match	$0.00			$ -	#DIV/0!
TOTAL RECEIPTS	$0.00		$ -	$ -	#DIV/0!

Prior Mo. Receipts YTD

Billable Unit Cost Report

(A) Services	(B) Contract Amount	(C) Billable Units	(D) Unit Rate	(E) Amount Earned This Period		(F) Y-T-D Billable Units	(G) Y-T-D Billable Cost
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
HDM				$ -		-	$ -
TERACV				$ -		-	$ -
SACV				$ -		-	$ -
				$ -		-	$ -
Total	-			-			-

Unduplicated Clients Served

(A) Current Month Undup Clients Served	(B) Y-T-D Undup Clients Served

Prior YTD units	Prior YTD $
	$ -

PSA #11 ARP 105 3C1 Forms, October 2021

RECEIPTS & UNIT COST REPORT
ARP SubTitle IIIC2

PROVIDER NAME, ADDRESS, PHONE# and FEID#	FUNDING SOURCE		THIS REPORT PERIOD:	
0 0 0 0			Report Period	0
	ARP III-C2	X	Contract Period	0
			Contract #:	0
			REPORT #:	0
			PSA #11	

CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units/unduplicated clients' report is correct.

Prepared by: _____ Date: _____ A _____ Approved by: _____ Date: _____

INCOME/RECEIPTS	A. Approved Budget		B. Actual Total **Billing** for this report	C. Total **Billing** Year to Date	D. % of Approved Budget
Federal Funds	-		$ -	$ -	#DIV/0!
Program Income				$ -	
Cash Match (IIIB, IIIC1, IIIC2, IIIE)				$ -	
SUBTOTAL: Cash Receipts			$ -	$ -	
Local In-Kind match	$0.00			$ -	#DIV/0!
TOTAL RECEIPTS	$0.00		$ -	$ -	#DIV/0!

Prior Mo. Receipts YTD

Billable Unit Cost Report

(A) Services	(B) Contract Amount	(C) Billable Units	(D) Unit Rate	(E) Amount Earned This Period		(F) Y-T-D Billable Units	(G) Y-T-D Billable Cost
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
Total	-			-			-

Unduplicated Clients Served

(A) Current Month Undup Clients Served	(B) Y-T-D Jndup Clients Served

Prior YTD units	Prior YTD $
	$ -

PSA #11 ARP 105 3C2 Forms, October 2021

ATTACHMENT X
Exhibit 4

RECEIPTS & UNIT COST REPORT
ARP SubTitle IIID

PROVIDER NAME, ADDRESS, PHONE# and FEID#	FUNDING SOURCE	THIS REPORT PERIOD:
0 0 0 0	ARP III-D X	Report Period 0 Contract Period: 0 Contract #: 0 REPORT #: 0 PSA #11

CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units/unduplicated clients' report is correct.

Prepared by: _____ Date:_____ A _____ Approved by: _____ Date: _____

INCOME/RECEIPTS	A. Approved Budget	B. Actual Total **Billing** for this report	C. Total **Billing** Year to Date	D. % of Approved Budget
Federal Funds	-	$ -	$ -	#DIV/0!
Program Income			$ -	
SUBTOTAL: Cash Receipts		$ -	$ -	
TOTAL RECEIPTS	$0.00	$ -	$ -	#DIV/0!

Prior Mo. Receipts YTD

Billable Unit Cost Report

(A) Services	(B) Contract Amount	(C) Billable Units	(D) Unit Rate	(E) Amount Earned This Period		(F) Y-T-D Billable Units	(G) Y-T-D Billable Cost
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
TERACV				$ -		-	$ -
SACV				$ -		-	$ -
Total	-			-			-

Unduplicated Clients Served

(A) Current Month Undup Clients Served	(B) Y-T-D Jndup Clients Served

Prior YTD units	Prior YTD $
	$ -

PSA #11 ARP 105 3D Forms, October 2021

ATTACHMENT X
Exhibit 5

RECEIPTS & UNIT COST REPORT
ARP SubTitle IIIE

PROVIDER NAME, ADDRESS, PHONE# and FEID#	FUNDING SOURCE		THIS REPORT PERIOD:	
0			Report Period	0
0				
0			Contract Period:	0
0				
	ARP III-E	X	Contract #:	0
			REPORT #:	0
			PSA #11	

CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units/unduplicated clients' report is correct.

Prepared by: _____ Date:_____ A_____ Approved by: _____ Date: _____

INCOME/RECEIPTS	A. Approved Budget		B. Actual Total Billing for this report	C. Total Billing Year to Date	D. % of Approved Budget
Federal Funds	-		$ -	$ -	#DIV/0!
Program Income				$ -	
Cash Match (IIIB, C1, C2, IIIE)				$ -	
SUBTOTAL: Cash Receipts			$ -	$ -	
Local In-Kind match	$0.00			$ -	#DIV/0!
TOTAL RECEIPTS	$0.00		$ -	$ -	#DIV/0!

Prior Mo. Receipts YTD

Billable Unit Cost Report

(A) Services	(B) Contract Amount	(C) Billable Units	(D) Unit Rate	(E) Amount Earned This Period		(F) Y-T-D Billable Units	(G) Y-T-D Billable Cost
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
				$ -		-	$ -
HDM				$ -		-	$ -
TERACV				$ -		-	$ -
SACV				$ -		-	$ -
MATE			Cost Reimb.	$ -		-	$ -
HOIM			Cost Reimb.	$ -		-	$ -
SCSM			Cost Reimb.	$ -		-	$ -
Total	-			-			-

Unduplicated Clients Served

(A) Current Month Undup Clients Served	(B) Y-T-D Jndup Clients Served

Prior YTD units	Prior YTD $
	$ -

PSA #11 ARP 105 3E Forms, October 2021

ATTACHMENT X
Exhibit 6

Alliance for Aging, Inc.
American Resue Plan
Technology Service
Administrative Fee

Provider Name:	
Billing Month and Year:	

Complete this form only during the month(s) that an initial alloted slot is initially filled and submit it with monthly billing reports to be paid.

Client Name	eCIRTS ID	Technology Serviec Billed (Drop own Selection)	Amount per Product
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
			FALSE
TOTAL			-

The Serviec Adminstrative Flat Fee can be billed only once for each slot offered per Technology.
This Administrative Flat Rate Fee was designed to absorb any necessity to fill a slot vacated by attrition.

American Rescue Plan (ARP) Quarterly Report - Quarter 1						
Title	How will these funds enhance or supplement current OAA services, practices?	What new services do you plan on implementing?	Describe how technology will be used.	How will you be addressing mental health?	Major goals and objectives	How do you plan to keep these activities sustainable after ARP funding is spent through?
RP3B						
RP3C1						
RP3C2						
RP3D						
RP3E						

American Rescue Plan (ARP) Quarterly Report - Quarter 2						
Title	How will these funds enhance or supplement current OAA services, practices?	What new services do you plan on implementing?	Describe how technology will be used.	How will you be addressing mental health?	Major goals and objectives	How do you plan to keep these activities sustainable after ARP funding is spent through?
RP3B						
RP3C1						
RP3C2						
RP3D						
RP3E						

American Rescue Plan (ARP) Quarterly Report - Quarter 3						
Title	How will these funds enhance or supplement current OAA services, practices?	What new services do you plan on implementing?	Describe how technology will be used.	How will you be addressing mental health?	Major goals and objectives	How do you plan to keep these activities sustainable after ARP funding is spent through?
RP3B						
RP3C1						
RP3C2						
RP3D						
RP3E						

American Rescue Plan (ARP) Quarterly Report - Quarter 4						
Title	How will these funds enhance or supplement current OAA services, practices?	What new services do you plan on implementing?	Describe how technology will be used.	How will you be addressing mental health?	Major goals and objectives	How do you plan to keep these activities sustainable after ARP funding is spent through?
RP3B						
RP3C1						
RP3C2						
RP3D						
RP3E						

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST	
Program/Facility Name: Monroe County Board of County Commissioners, Social Services/In-Home Services.	County: Monroe
Address 1100 Simonton St. Suite 2-257	Completed By Lourdes Francis
City, State, Zip Code Key West, FL 33040	Date 9/26/2023 Telephone (305)292-4511

PART I.

READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided: The entire Florida Keys (Monroe County) is approximately 120 miles long and are considered rural with some urban characteristics. Services to be provided are,

2. POPULATION OF AREA SERVED. Source of data: Census Reporter AND edr.state.fl.us

Total #	% White	% Black	% Hispanic	% Other	% Female	% Asian	
83,961	62	6	26	1	47	1% Asian	

3. STAFF CURRENTLY EMPLOYED. Effective date: 9/26/2023

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
36	56	8	36% Hispanic		78	11	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date: 9/26/2023

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
249	69		31		66	100	100

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
5	100				40		

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

	NA	YES	NO
6. Is an Assurance of Compliance on file with the Department? If NA or NO, explain.	☐	☑	☐
7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain.	☐	☑	☐
8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.	☐	☑	☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? NA__ YES✓ NO__ If NA or NO, explain.

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? NA✓ YES__ NO__ If NA or NO, explain.

we do not provide in-patient services.

11. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

yes

12. Are employees, applicants and participants informed of their protection against discrimination? If yes, how? Verbal ☑ Written ☑ Poster ☑ If NA or NO, explain.

yes

13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. Ø

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? NA__ YES✓ NO__ If NA or NO, explain.

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

yes

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES✓ NO__ If NO, explain.

17. Has a person been designated to coordinate Section 504 compliance activities? YES✓ NO__ If NO, explain.

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

Yes

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? YES✓ NO__ If NO, explain.

PART IV

FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000 OR MORE.

20. Do you have a written affirmative action plan? YES✓ NO___ If NO, explain.

Alliance USE ONLY		
Reviewed By		In Compliance: YES ☐ NO* ☐
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site ☐ Desk Review ☐		Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for Department recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR
80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services,

physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
    - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    - Modify policies and practices that do not meet Section 504 requirements.
    - Take remedial steps to eliminate any discrimination that has been identified.
    - Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper

ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT D

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: Monroe County BOCC/Social Services
(Name of Employer)

Located at 1100 Simonton St. #2-257 Key West, FL 33040
Street address City State Zip Code

Under penalty of perjury, I, Sheryl Graham,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Graham
Signature of Representative

9/27/2023
Date

DOEA Form 235, Attestation of Compliance - Employer, Effective July 1, 2023, F.S.
Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessing-the-clearinghouse/ 1

ATTACHMENT F

Alliance for Aging, Inc.
Business Associate Agreement

This Business Associate Agreement is dated 9/27/2023, by the **Alliance for Aging, Inc. ("Covered Entity")** and **Monroe County Board of County Commissioners, Social Services/In-Home Services, ("Business Associate")**, a not-for-profit Florida corporation.

1.0 **Background.**

1.1 Covered Entity has entered into one or more contracts or agreements with Business Associate that involves the use of Protected Health Information (PHI).

1.2 Covered Entity recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County's Policies and Procedures.

1.3 HIPAA regulations establish specific conditions on when and how covered entities may share information with Providers who perform functions for the Covered Entity.

1.4 HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement containing specific requirements to protect the confidentiality and security of patients' PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2010) (as may apply) and contained in this agreement.

1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

The parties therefore agree as follows:

2.0 **Definitions.** For purposes of this agreement, the following definitions apply:

2.1 **Access**. The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.

2.2 **Administrative Safeguards**. The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.

2.3 **ARRA**. The American Recovery and Reinvestment Act (2009)

2.4 **Authentication**. The corroboration that a person is the one claimed.

2.5 **Availability**. The property that data or information is accessible and useable upon demand by an authorized person.

2.6 **Breach**. The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

2.7 **Compromises the Security**. Posing a significant risk of financial, reputational, or other harm to individuals.

2.8 **Confidentiality**. The property that data or information is not made available or disclosed to unauthorized persons or processes.

2.9 **Electronic Protected Health Information (ePHI).** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.10 **HITECH**. The Health Information Technology for Economic and Clinical Health Act (2009)

2.11 **Information System**. An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.

2.12 **Integrity**. The property that data or information have not been altered or destroyed in an unauthorized manner.

2.13 **Malicious software**. Software, for example, a virus, designed to damage or disrupts a system.

2.14 **Part I**. Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).

2.15 **Password**. Confidential authentication information composed of a string of characters.

2.16 **Physical Safeguards**. The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.17 **Privacy Rule**. The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

2.18 **Protected Health Information (PHI).** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.19 **Required By Law**. Has the same meaning as the term "required by law" in 45 CFR § 164.103.

2.20 **Secretary**. The Secretary of the Department of Health and Human Services or his or her designee.

2.21 **Security incident**. The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2.22 **Security or Security measures**. All of the administrative, physical, and technical safeguards in an information system.

2.23 **Security Rule**. The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.

2.24 **Technical Safeguards**. The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.

2.25 **Unsecured PHI**. Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).

2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

3.0. **Obligations and Activities of Business Associate.**

3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.

3.2 Business Associate agrees to:

(a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;
(b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
(c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
(d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.

3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:

(a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
(b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information.*

3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.7 If Business Associate has PHI in a Designated Record Set:

(a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and
(b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.

3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either party for purposes of determining Covered Entity's compliance with the Privacy Rule.

3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.

3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.14 Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).

4.0 **Permitted Uses and Disclosures by Business Associate**. Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

5.0 **Specific Use and Disclosure Provisions.**

5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

6.0 Obligations of Covered Entity.

6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.allianceforaging.org.

6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7.0 **Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8.0 **Effective Date and Termination.**

8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:

(a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
(b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
(c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
(b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

8.3 **Effect of Termination**. Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
(b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

9.0 **Regulatory References**. A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

11.0 **Survival**. Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.

12.0 **Interpretation**. Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.

13.0 **Incorporation by reference**. Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14.0 **Notices**. All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity: Alliance for Aging, Inc.
Attention: Max Rothman
760 NW 107 Avenue
Miami, Florida 33172

To Business Associate: Monroe County Board of County Commissioners, Social Services/In-Home Services
1100 Simonton Street, 2nd Floor
Key West, FL 33040

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15.0 **Governing Law**. The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16.0 **Severability**. If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17.0 **Successors**. Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18.0 **Entire Agreement**. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity: Alliance for Aging, Inc.

By: Max B. Rothman (Oct 3, 2023 10:59 EDT) Date: Oct 3, 2023
(signature)

Business Associate: Monroe County Board of County Commissioners, Social Services/In-Home Services

By: Date: 9/27/2023
(signature)

SIGNED BY: _____
NAME: _____
TITLE: MAYOR
DATE: _____

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cox, Assistant County Attorney

ATTACHMENT G

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
AGING AND DISABILITY RESOURCE CENTER (ADRC) – OUTSOURCED FUNCTIONS

I. If applicable, the provider agrees to the following:

A. Perform ADRC outsourced functions in accordance with the Alliance's policies and procedures.

i. Policies and Procedures for Outsourced Function-Screening
ii. Policies and Procedures for Outsourced Function-Triage
iii. Policies and Procedures for Activation from Waitlist- Client Services
iv. Policies and Procedures for Termination from Waitlist- Client Services

B. Maintain wait lists in CIRTS in accordance with Department requirements.

C. Adhere to prioritization and targeting policy as set forth in the DOEA Programs and Services Handbook, as applicable.

D. Ensure the Provider's Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.

E. Ensure against conflicts of interest and inappropriate self-referrals by referring consumers in need of options counseling or long-term care services beyond the provider's scope of services to the Aging and Disability Resource Center.

F. Ensure that services provided are in the clients' best interest, are the most cost effective, of high quality, and are responsive and appropriate to the assessed needs.

The Assessed Priority Consumer List (APCL) is maintained when services funded by the Department are not available. Contracted Providers of registered services for Local Services Program (LSP) and Older Americans Act (OAA) and ARP must maintain waiting lists in the CIRTS database for registered services when funding is not available.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for Outsourced function – Screening

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that a comprehensive list of clients in need of services is maintained in CIRTS by appropriate funding source and that the ADRC is thereby able to effectively gauge the level of elder service need in Miami-Dade and Monroe Counties.

Policy: To obtain necessary information from clients in order to assist in determining level of need and eligibility for registered services funded through OAA and LSP and ARP programs.

Procedure:

1. Providers will collect information from callers and conduct a 701S assessment. Alternatively, if a 701A(B) assessment already exists or is provided from another Provider the information from the 701B can be utilized.

2. The Provider will determine the services needed and the appropriate funding source(s) that provides the needed services.

   If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations.

3. The caller will be provided with general information regarding the ADRC as well as the ADRC Elder Helpline contact number.

4. The caller will be informed of the services and funding sources that they are being placed on the wait list for in CIRTS.

5. For non-case managed programs, the Provider will create a client record in CIRTS (if there is no existing record) and enter the services needed for the caller by funding source and service. [If there is an existing record in CIRTS, the appropriate fields will be updated].

6. If the Provider determines that the caller may qualify for more than one program for which the Provider is funded, the Provider is encouraged to enter the appropriate information under multiple funding sources. [If there is an existing client record in CIRTS, the client record in CIRTS will be updated with appropriate information].

7. The Provider will inform caller that they will receive an annual re-assessment based on Department Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Outsourced function - Triage

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that clients in need of Department funded services receive services based on the highest level of need, first, as funding becomes available.

Policy: To assist clients in obtaining Department funded services as funding becomes available, based on level of need as determined by a CIRTS priority score.

Procedure:

1. The Provider will conduct annual reassessments based on Department Wait List Reassessment Standards.

2. If there is no current 701A or B in CIRTS, the Provider will conduct the annual reassessment (701s) as appropriate. Based on the information provided via the 701S/A(B) assessment, the Provider will update the client information in CIRTS specifically as it pertains to level of need for services by funding source.

3. The Provider will ensure that the CIRTS prioritization score is accurately maintained, according to Department Standards. If a significant change has occurred prior to the annual re-screening, the Provider must re-screen. Definitions and examples of significant change are documented in the DOEA Programs & Services Manual Chapter 2.

4. If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations. The caller will be informed of the services and funding sources that the wait list for and/or have been removed from the wait list for.

5. The Provider will remind client of the ADRC Elder Help Line contact number and to contact the ADRC Elder Help Line with any questions or concerns.

6. As funding becomes available, the Provider will run CIRTS Prioritization Report and activate clients according to Department Standards (refer to ADRC Client Activation Policies and Procedures). The Contracted Provider will apply targeting criteria, as appropriate, to prioritized clients to ensure activations meet programmatic requirements.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Activation from Wait List – Clients/Services

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that elders in need of Department funded services in Miami-Dade and Monroe Counties and on the CIRTS wait list begin to receive services as funding becomes available.

Policy: ADRC will work with Providers to ensure that clients waiting for Department funded services begin to receive those services as funding becomes available.

Procedure:

1. The Provider will activate clients on CIRTS wait list based on Department prioritization polices and funding availability.

2. The Provider will update CIRTS status by funding source and service for any services being activated for the client using appropriate CIRTS codes.

3. Client may be left on wait list of a different funding source than the one being activated if the Provider determines that it is appropriate.

4. Client may also be left on wait list in CIRTS if they are being activated by the Provider under a temporary non-Department funding source and the Provider determines that the client's need will persist after the temporary funding source is exhausted.

5. The Provider will inform the client of any services/funding source that they are being activated for as well as those services and funding sources that they will continue to be wait listed for.

6. The Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding the status of any of their services.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Termination from Wait List – Clients/Services

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that the comprehensive list of clients in need of services in CIRTS is appropriately maintained by funding source and that the ADRC is thereby able to effectively gauge the current level of elder service need in Miami-Dade and Monroe Counties.

Policy: ADRC will maintain an accurate and current list of clients in need of elder services in Miami-Dade and Monroe Counties with the assistance of the ADRC Contracted Providers.

Procedure:

1. The Provider will re-screen clients which the Provider initially placed on the CIRTS wait list for services based on Department Reassessment Standards.

2. The re-screening may be in the form of a phone screening or a home visit depending on the client's status (i.e., active/pending)

3. The Provider will determine if the client is no longer in need (or eligible) for any of the services they were wait-listed for.

4. The Provider will terminate the client from the wait list (entirely or by specific service) using the appropriate CIRTS termination code for any services or funding source for which the client is determined to no longer be eligible for or no longer in need of.

5. The Provider will inform the client of any services/funding source that they are being removed from the wait list for.

6. The Provider will inform client of their ability to be re-added to the wait list if their level of need should change.

7. The Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding their wait list status.

8. Reference DOEA Programs and Services Handbook as applicable.

THIS AMENDMENT is entered into between the Alliance for Aging, Inc. hereinafter referred to as the **"Alliance"**, and **Monroe County Board of County Commissioners, Social Services/In-Home Services**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

The purpose of this amendment is to increase funding of the existing ARP contract in the following subtitles:
The specific services are bolded below.

Title C1	**$150,000.00**	**$150,000.00**
Title C2	**$50,000.00**	**$50,000.00**
TOTAL	**$200,000.00**	**$200,000.00**

This amendment changes the total ARP contract funding from: **$ 16,704.30** **to:** **$ 216,704.30**

The Budget Summary by Title for the Contract year (October 01, 2022 - September 30, 2024) is as follows:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
American Rescue Plan Administration	U.S. Health and Human Services	93.043-044	
American Rescue Plan for Supportive Services under Title III-B of the Older Americans Act	U.S. Health and Human Services	93.044	$9,704.30
American Rescue Plan for Supportive Services under Title III-C1 of the Older Americans Act	**U.S. Health and Human Services**	**93.045**	**$150,000.00**
American Rescue Plan for Supportive Services under Title III-C2 of the Older Americans Act	**U.S. Health and Human Services**	**93.045**	**$50,000.00**
American Rescue Plan for Supportive Services under Title III-D of the Older Americans Act	U.S. Health and Human Services	93.043	
American Rescue Plan for Supportive Services under Title III-E of the Older Americans Act	U.S. Health and Human Services	93.052	$7,000.00
TOTAL FEDERAL AWARD			**$216,704.30**

The Alliance shall make payment to the provider for the provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service to be Provided	Service Unit Rate	Maximum Units of Service			Maximum Dollars
		Prior Units	Additional	Total	
Chore IIIB	$24.00	5	-	5	$120.00
Companionship IIIB	$11.00	5	-	5	$55.00
Escort IIIB	$16.67	5	-	5	$83.35
Homemaker IIIB	$33.20	157			$5,202.12
Personal Care IIIB	$33.20	123	(0)	123	$4,071.66
Screening & Assessment IIIB	$26.36	5	-	5	$131.80
Shopping Assistance IIIB	$13.00	1	-	1	$13.00
Telephone Reassurance IIIB	$27.37	1	-	1	$27.37
Congregate Meals C1	**$9.00**		**16,111**	**16,111**	**$145,000.00**
From 2/1/24-9/30/24					
Congregate Meals Screening C1	**$20.00**		**250**	**250**	**$5,000.00**
From 2/1/24-9/30/24					
Home Delivered Meals Frozen C2	**$5.00**		**9,600**	**9,600**	**$48,000.00**
Screening & Assessment C2	**$26.46**		**76**	**76**	**$2,000.00**
From 2/1/24-9/30/24					
Chore IIIES	$24.00	146	(0)	146	$3,500.00
Specialized Medical Equipment IIIES	Cost Reimb.				$3,500.00
CONTRACT TOTAL AS AMENDED					**$216,704.30**

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment. This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials as duly authorized.

Monroe County Board of County Commissioners,
Social Services/In-Home Services

SIGNED BY: _____

NAME: Roman Gastesi

TITLE: Monroe County Administrator

DATE: February 6, 2024

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

NAME: **Max B. Rothman, JD, LL.M.**

TITLE: **President & CEO**

DATE: _____

Prepared 1/29/2024

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C19
2023-2068

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Suzi Rubio

AGENDA ITEM WORDING: Approval of an annual Lease Agreement with the Monroe County Sheriff's Office to provide 320 sq. ft. of office space for one (1) year at the Murray E. Nelson Government and Cultural Center, located at 102050 Overseas Hwy. in Key Largo. This no cost lease agreement commences on March 17, 2024, and terminates on March 16, 2025.

ITEM BACKGROUND:
The Monroe County Sheriff's Office has leased office space at the Murray E. Nelson Government and Cultural Center since 2009. Sheriff Richard A. Ramsay has requested use of the space at the Murray E. Nelson building to continue. The Sheriff is a Constitutional Officer servicing the entire community. County staff and the Sheriff's Office agree that it has been in the best interests the community that the Sheriff's Department has a continued presence in the area. The County provides other office space to the Sheriff's office in various facilities throughout the County. The Lease will commence March 17, 2024, for one (1) year, terminating on March 16, 2025, at no cost to the Sheriff. the Lease does not have options to renew, but instead must be a new lease each year in the event the County shall need to utilize the space currently utilized by the Sheriff's Office.

PREVIOUS RELEVANT BOCC ACTION:
The Monroe County Sheriff's Office has leased the space continuously since 2009 with an accompanying Lease approved by the Board of County Commissioners for each year.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
New Lease

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCSO Lease for Murray E. Nelson Gov't Center

FINANCIAL IMPACT:
Effective Date: March 17, 2024
Expiration Date: March 16, 2025

Total Dollar Value of Contract: N/A
Total Cost to County: N/A
Current Year Portion: N/A
Budgeted: Yes
Source of Funds: N/A
CPI: No
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No If yes, amount:
Grant: No
County Match: N/A
Insurance Required: No

AGREEMENT

THIS AGREEMENT, made this 21st day of February, 2024, by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as "BOCC"), whose address is 1100 Simonton Street, Key West, Florida 33040, and the Monroe County Sheriff's Office, (hereinafter referred to as "MCSO"), whose address is 5525 College Road, Key West, Florida 33040.

WHEREAS, the BOCC leases premises to other governmental agencies servicing the County community; and

WHEREAS, MCSO has requested use of County office space; and

WHEREAS, the BOCC has determined that it is in the best interests of Monroe County to provide approximately three hundred twenty (320) square feet of office space at the Murray E. Nelson Government and Cultural Center, located at 102050 Overseas Highway in Key Largo, Florida;

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

1. Contract Term. This Agreement is for the period commencing on March 17, 2024, and terminating on March 16, 2025, and is for Zero dollars and 00/100 cents ($0.00) per year.

2. BOCC Responsibility. The BOCC shall direct its Administrator, Departments Heads, County Attorney, and staff to provide certain facilities and support to the MCSO as can be provided without requiring an increase in personnel or any purchase or lease of real property.

3. Relationship of Parties. The MCSO is, and shall be, in the performance of all works, services, and activities under this Agreement, an independent agency, and not an employee, agent, or servant of the BOCC. The MCSO shall exercise control, direction, and supervision over the means, manner, personnel, and volunteers through which it performs its duties. Although

this Agreement is a cooperative agreement, similar in many respects (but not all) to a partnership, the MCSO shall have no authority whatsoever to act on behalf and/or as agent for the BOCC in any promise, agreement, or representation other than specifically provided for in this agreement. The BOCC shall at no time be legally responsible for any negligence on the part of the MCSO, its employees, agents, or volunteers resulting in either bodily or personal injury or property damage to any individual, property, or corporation.

4. Modification. Additions to, modification to, or deletions from the provisions of this Agreement may be made only in writing and executed by the BOCC. No modification shall become effective without prior written approval of both parties.

5. Breach and Penalties. The parties agree to full performance of the covenants contained in this Agreement. Both parties reserve the right, at the discretion of each, to terminate the services in this Agreement for any misfeasance, malfeasance, or nonperformance of the Agreement terms or negligent performance of the Agreement terms by the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

6. Indemnification and Hold Harmless.

a) To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, the BOCC shall defend, indemnify, and hold harmless MCSO and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MCSO or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or

resulting from the negligent performance of this Agreement by the BOCC, its employees, officers, and agents. MCSO shall promptly notify the BOCC of each claim, cooperate with the BOCC in defense and resolution of each claim, and not settle or otherwise dispose of the claim without the BOCC's participation.

b) To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, MCSO shall defend, indemnify, and hold harmless the BOCC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the BOCC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the MCSO, its employees, officers, and agents. The BOCC shall promptly notify MCSO of each claim, cooperate with MCSO in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without MCSO's participation.

c) The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

7. Laws and Regulations.

a) This Agreement shall be construed by and governed under the laws of the State of Florida unless in an area of law pre-empted by federal law. The parties agree that venue for any dispute shall lie in Monroe County, Florida.

b) The MCSO shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof,

and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement.

c) Any violation of said statutes, ordinances, rules, regulations, and executive orders shall constitute a material breach of this Agreement and shall entitle the BOCC to terminate this Agreement immediately upon delivery of written notice to the MCSO.

8. Taxes. The BOCC is exempt from Federal, Excise, and State of Florida Sales Tax.

9. Finance Charges. The BOCC will not be responsible for any finance charges.

10. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Assignment. The MCSO shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person or persons, company, or corporation to perform services under this Agreement without first obtaining the written consent of the BOCC. In the event of such consent, this Agreement shall be binding upon MCSO's successors and assigns.

12. Disclosure. The MCSO shall be required to list any or all potential conflicts of interest, as defined by Florida Statues Chapter 112, Part III, and the Monroe County Ethics Ordinance. The MCSO shall disclose to the BOCC all actual or proposed conflicts of interest, financial or

otherwise, direct or indirect, involving any client's interest, which may constitute a conflict under said laws.

13. Care of Property. The MCSO shall be responsible to the BOCC for the safekeeping and proper use of the property entrusted to MCSO's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life.

14. Ethics Clause. MCSO warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any BOCC officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or BOCC officer or employee.

15. Termination. Termination of this Agreement shall occur at the natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:

    a) In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its notice to terminate for cause, with a minimum of fourteen (14) days' notice in writing required prior to effective termination.

b) In the event either party terminates without cause, the termination shall not take effect until at least sixty (60) days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.

16. Notices. Any written notice or correspondence given pursuant to this Lease shall be sent by United States Mail, certified, return receipt requested, postage prepaid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice shall be sent to the following persons:

BOCC

County Administrator
Monroe County
1100 Simonton Street
Room 2-205
Key West, Florida 33040

and

Monroe County Attorney
P. O. Box 1026
Key West, Florida 33041

MCSO

Monroe County Sheriff
5525 College Road
Key West, Florida 33040

17. Full Agreement. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representation, statement, promises, or agreements not expressly set forth herein and in duly executed amendments under paragraph 4 hereof.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

MONROE COUNTY SHERIFF'S OFFICE

By: _____
Sheriff Richard A. Ramsay

MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM:

PATRICK J. McCULLAH
GENERAL COUNSEL
DATE: 2/1/2024

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/25/24

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C20
2023-2127

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Approval of a Resolution and Release of a State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Yoel Diez, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

ITEM BACKGROUND:

Approval of a Resolution and Release of a State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Yoel Diez, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure. The SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Recommend Approval

DOCUMENTATION:

DIEZ CERTIFICATE OF SALE.pdf
DIEZ FINAL JUDGEMENT LIS PENDENS.pdf
DIEZ RECD SHIP MORTG.pdf
DIEZ CERTIFICATE OF TITLE.pdf
DIEZ AMENDED NOTICE OF LIS PENDENS.pdf
DIEZ_YOEL__FORECLOSURE_RESOLUTION__FINAL.pdf
Diez Release with Exhibit A.pdf

FINANCIAL IMPACT:
N/A

Doc# 1863517 12/22/2011 3:07PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO.: 2008-CA-2052-K

FIRST STATE BANK OF THE FLORIDA KEYS, a Florida Corporation,

Plaintiff,

v.

Doc# 1863517
Bk# 2547 Pg# 1822

YOEL DIEZ, an individual; COUNTY OF MONROE, an independent agency of the State of Florida; STAR FISH CAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation; B&W ENTERPRISES OF KEY WEST, INC., a Florida corporation; JOHN DOE, tenant in possession; JANE DOE, tenant in possession;

Defendants.
_____/

FILED FOR RECORD
2011 DEC 21 PM 4:11
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

CERTIFICATE OF SALE

THE UNDERSIGNED CLERK of the Court certifies that the Notice of Public Sale of the property described in the Uniform Final Judgment of Foreclosure (the "Final Judgment"), was published in Key West Citizen, a newspaper circulated in Monroe County, Florida, in the manner shown by the Proof of Publication attached, and on December 21, 2011, the property was offered for public sale to the highest and best bidder for cash, and that no objections to the sale have been filed within the time allowed by statutory law. The highest and best bid received for the property was submitted by:

Keys Island Properties, LLC
1201 Simonton St.
Key West, FL 33040

to whom the property was sold.

WITNESS my hand and seal of this Court on December 21, 20 11.

By: _____
Deputy Clerk

Copy provided to:

Gary M. Freedman
Tabas, Freedman, Soloff, Miller & Brown, P.A.
14 N.E. 1st Avenue, Penthouse
Miami, FL 33132

Doc# 1863517
Bk# 2547 Pg# 1823

Doc# 1863517
Bk# 2547 Pg# 1824

KEY WEST CITIZEN
The Florida Keys Only Daily Newspaper, Est. 1876
Cooke Communications, LLC
Florida Keys

PO Box 1800
Key West Fl 33041
Office....305-292-7777
Extension.....x219
Fax.....305-295-8025
legals@keysnews.com

INTERNET PUBLISHING
keywest.com
keysnews.com
floridakeys.com
key-west.com
Web Design Services

NEWSPAPERS
The Citizen
Southernmost Flyer
Solares Hill
Big Pine Free Press
Marathon Free Press
Islamorada Free Press
Key Largo Free Press

MARKETING SERVICES
Commercial Printing
Citizen Locals Card
Direct Mail

FLORIDA KEYS OFFICES
Printing / Main Facility
3420 Northside Drive
Key West, FL
33040-1800
Tel 305-292-7777
Fax 305-294-0768
citizen@keywest.com

Internet Division
33040-3328
Tel 305-292-1880
Fax 305-294-1699
sales@keywest.com

Middle Keys Office
6363 Overseas Hwy
Marathon, FL (MM 52.5)
33050-3342
Tel 305-743-8766
Fax 305-743-9977
marathon@keysnews.com

Upper Keys Office
91731 Overseas Hwy
Tavernier, FL 33070
Tel 305-853-7277
Fax 305-853-0556
freepress@floridakeys.com

12/21

STATE OF FLORIDA
COUNTY OF MONROE

Before the undersigned authority personally appeared Randy G. Erickson, who on oath says that he is Vice-President of Operations of the Key West Citizen, a daily newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of

YOEL DIEZ

2008-CA-2052-K

FILED FOR RECORD
2011 DEC 21 PM 3:33
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY FL

was published in said newspaper in the issue(s) of

December 9 + 16, 2011.

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspaper has heretofore been continuously published in said Monroe County, Florida every day, and has been entered as second-class mail matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

RG Erickson
Signature of Affiant

Sworn and subscribed before me this 16th day of December, 2011

Notary Public:

CHRISTINE JONES
Notary Public - State of Florida
My Comm. Expires Dec 28, 2014
Commission # EE 51986

Christine Jones

Expires: 12/28/14 Notary Seal

Personally Known x Produced Identification _____
Type of Identification Produced _____

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY FLORIDA

CASE NO.: 2008-CA-2052-K

FIRST STATE BANK OF THE FLORIDA KEYS, a Florida Corporation
Plaintiff,

v.

YOEL DIEZ, an individual; COUNTY OF MONROE, an independent agency of the State of Florida; STAR FISH CAY CONDOMINIUM ASSOCIATION, INC., a Floirda corporation; B&W ENTERPRISES OF KEY WEST, INC., a Florida corporation; JOHN DOE, tenant in possession; JANE DOE, tenant in possession;
Defendants.

NOTICE OF SALE

Notice is hereby given that pursuant to the Uniform Final Judgment of Foreclosure dated November 16, 2011 and entered in Case No.: 2008-CA-2052-K, of the Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida, wherein FIRST STATE BANK OF THE FLORIDA KEYS is the Plaintiff and YOEL DIEZ, HILDA DIEZ, COUNTY OF MONROE, STAR FISH CAY CONDOMINIUM ASSOCIATION, INC., and CHRISTINA CISCO f/k/a JANE DOE, TENANT IN POSSESSION, are the Defendants, I will sell to the highest bidder for cash at Clerk of Court, 500 WHitehead Street, Key West, Florida 33040 at 11: 00 a.m. on December 21, 2011 the following described real property situated in Monroe County, Florida, to wit:

Unit 2, STAR FISH CAY, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2232, Page 874, as Amended by instrument filed Dec. 15, 2006, recorded in Official Records Book 2259, Page 514, all of the Public Records of Monroe County, Florida, together with an undivided share in the common elements appurtenant thereto, and subject to the covenants, conditions, restritions and other provisions of the Declaration of Condominium and all amendments thereto.

Unit 2 futher desribed by metes and bounds as follows: A Portion of Lot 60, Summerland Yacht Harbor Subdivision, according to the Plat thereof as recorded in Plat Book 2, Page 142 of the Public Records of Monroe County, Florida, being more particularly described by metes and bounds as follows: Commence at the Southeast corner of the said Lot 60 and bear N 85°41 '00"W for a distance of 240.46 feet to a point; thence bear N 04°28'42" E for a distance of 122.71 feet to a point; thence bear S 86°04'08" E for a distance of 23.51 feet to the Point of Beginning of the herein described Unit 2; thence continue S 86°04'08" E for a distance of 40.00 feet to a point; thence bear N 03°55'52" E for distance of 26.67 feet to a point; thence bear N 86°04'08" W for a distance of 40.00 feet to a point; thence bear S 03°55'52" W for distance of 26.67 feet back to the Point of Beginning.

commonly known as 96 John Street, Summerland Key, Flordia 33042

DATED this 18th day of November, 2011

Clerk of the Circuit Court
Monroe County, Florida
By: Shonta McLeod
Deputy Clerk

Florida Statute 45.031: Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens must file a claim \within 60 days after the sale.

December 09 & 16, 2011

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1859020 11/18/2011 3:32PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1859020
Bk# 2542 Pg# 2160

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO.: 2008-CA-2052-K

FIRST STATE BANK OF THE FLORIDA KEYS, a Florida Corporation,

Plaintiff,

v.

YOEL DIEZ, an individual; COUNTY OF MONROE, an independent agency of the State of Florida; STAR FISH CAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation; B&W ENTERPRISES OF KEY WEST, INC., a Florida corporation; JOHN DOE, tenant in possession; JANE DOE, tenant in possession;

Defendants.
_____/

FILED FOR RECORD
2011 NOV 16 PM 4:14

UNIFORM FINAL JUDGMENT OF FORECLOSURE

This form substantially complies with Form 1.996, adopted by the Florida Supreme Court December 9, 2010, SC09-1579.

THIS action was tried before the Court. On the evidence presented

IT IS ORDERED AND ADJUDGED that:

1. Plaintiff, **FIRST STATE BANK OF THE FLORIDA KEYS, 1201 Simonton Street, Key West, Florida 33040**, is due:

Description	Amount
Principal	$211,109.45
Interest from 4/8/2010 to 11/9/2011 (per diem of $20.524529)	$12,100.67
Late Fees	$2,401.70
Deferred Interest	$4,237.35
Filing Fee	$411.75
Service of Process	$265.00

Attorneys' Fees	
Findings as to reasonable number of hours:	59.9
Findings as to reasonable hourly rate:	$234.96
Attorneys' fee total	$14,074.10
Court costs, now taxed	
Copies	$213.75
Postage	$6.06
Overnight Delivery	$122.15
Recording Fees	$17.25
Other:	
Telephone Charges	$120.00
Computerized Research	$74.45
Asset Search	$325.00
SUBTOTAL	**$245,478.68**
LESS: Escrow balance:	
LESS: Other	
TOTAL	**$245,478.68**

that shall bear interest at the rate of 4.75% per year from November 9, 2011, to be adjusted annually in accordance with Florida Statute § 55.03 (2011).

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Monroe County Florida:

> Unit 2, STAR FISH CAY, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2232, Page 874, as Amended by instrument filed Dec. 15, 2006, recorded in Official Records Book 2259, Page 514, all of the Public Records of Monroe County, Florida, together with an undivided share in the common elements appurtenant thereto, and subject to the covenants, conditions, restrictions

Doc# 1859020
Bk# 2542 Pg# 2161

and other provisions of the Declaration of Condominium and all amendments thereto.

Unit 2 further described by metes and bounds as follows: A portion of Lot 60, Summerland Yacht Harbor Subdivision, according to the Plat thereof as recorded in Plat Book 2, Page 142 of the Public Records of Monroe County, Florida, being more particularly described by metes and bounds as follows: Commence at the Southeast corner of the said Lot 60 and bear N 85°41 '00"W for a distance of 240.46 feet to a point; thence bear N 04°28'42" E for a distance of 122.71 feet to a point; thence bear S 86°04'08" E for a distance of 23.51 feet to the Point of Beginning of the herein described Unit 2; thence continue S 86°04'08" E for a distance of 40.00 feet to a point; thence bear N 03°55'52" E for a distance of 26.67 feet to a point; thence bear N 86°04'08" W for a distance of 40.00 feet to a point; thence bear S 03°55'52" W for a distance of 26.67 feet back to the Point of Beginning.

commonly known as 96 John Street, Summerland Key, Florida 33042.

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale as set forth below to the highest bidder for cash, except as prescribed in paragraph 4, in accordance with section 45.031, Florida Statutes, using the following method:

Sales Information	Date [Clerk Inserts]	Time	Location
Monroe County	Dec 21, 2011	11:00am	Clerk of Court 500 Whitehead Street Key West, FL 33040

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

5. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

Doc# 1859020
Bk# 2542 Pg# 2162

6. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

8. Additions. Modifications or Changes to Standard Form

Any additions, modifications or changes to the provisions above may only be set forth in this paragraph.

a. No further order of Court is required to issue certificate of title in the event an assignment of bid is filed.

If this property is sold at public auction, there may be additional money from the sale after payment of persons who are entitled to be paid from the sale proceeds pursuant to this Final Judgment.

If you are a subordinate lienholder claiming a right to funds remaining after the sale, you must file a claim with the Clerk no later than sixty (60) days after the sale. If you fail to file a claim, you will not be entitled to any remaining funds.

DONE AND ORDERED in Chambers in Monroe County, Florida, this 16 day of November, 2011.

HONORABLE DAVID J. AUDLIN
Chief Judge, Circuit Court of Monroe County

Doc# 1859020
Bk# 2542 Pg# 2163

Copies furnished to:

Gary M. Freedman
Tabas, Freedman, Soloff, Miller & Brown, P.A.
14 NE 1st Avenue, Penthouse
Miami, Florida 33132
Counsel for First State Bank of the Florida Keys

SPACE BELOW FOR CLERK'S USE ONLY

Christine Limbert-Barrows
Monroe County Attorneys' Office
1111 12 Street, Suite 408
Key West, Florida 33040
Counsel for County of Monroe

Doc# 1859020
Bk# 2542 Pg# 2164

Franklin D. Greenman
Greenman & Manz
5800 Overseas Highway, Suite 40
Marathon, Florida 33050
Counsel for Star Fish Cay Condominium Association

Yoel Diez
96 John Street
Summerland Key, Florida 33042

Christina Cisco, tenant in possession
96 John Street
Summerland Key, Florida 33042

Hilda Diez
340 S. Kennel Street
Clewiston, Florida 33440

MONROE COUNTY
OFFICIAL RECORDS

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUE 420.513

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS SECOND MORTGAGE.

4106 90090

SECOND MORTGAGE

(Due on Sale, Refinancing or Rental)

COUNTY OF MONROE
SHIP LOAN PROGRAM

Doc# 1620251 12/29/2006 2:53PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

12/29/2006 2:53PM
MORTGAGE DOC STAMP CL: PW $157.50

Doc# 1620251
Bk# 2262 Pg# 1749

This second mortgage is made this *DECEMBER* _____, 2006, between the Mortgagor, **YOEL DIEZ a single man** (herein the "Borrower,") and the Mortgagee, the **COUNTY OF MONROE**, an agency and instrumentality of the State of Florida, whose address is Monroe County Courthouse, 500 Whitehead Street, Key West, Florida 33040 (herein the "Lender.")

WHEREAS, the Borrower has applied to **FIRST STATE BANK** ("Participant") for a loan for the purchase of the Property (as defined herein,) which Mortgage Loan shall be secured by a First Mortgage lien (the "First Mortgage") in favor of Participant. The Borrower has applied to the County of Monroe Special Programs Office for a SHIP Program Loan in the original principal amount of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** the "Loan," the Borrower along with his/her/their family, intends to reside as a household in the Property (as defined herein,) which Property is a single-family residence, and

WHEREAS, the Borrower is indebted to Lender in the principal sum of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **DECEMBER _____, 2006** and extensions and renewals thereof (herein "Note,") providing for payment of principal indebtedness if not sooner paid, due and payable on **DECEMBER _____, 2036**.

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note: the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage: and the performance of the covenants and agreements of the Borrower herein contained the Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Monroe, State of Florida:

LOT 60, SUMMERLAND YACHT HARBOR SUBDIVISION, F/K/A GOV LOT 9, SECTION 26, TWN 66S, RNG 28 EAST, PLAT BOOK 2-142

See Exhibit "A"

Which has the address of **96 John Street Summerland Key Florida 33042**
(Street) (City) (State) (Zip Code)

(herein the "Property Address:")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

This instrument was prepared by:
Special Programs Office
1400 Kennedy Drive
Key West, FL 33040

BORROWER COVENANTS, represents and warrants to the Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of Participant, and for other encumbrances of record. Borrower covenants, represents and warrants to the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. **Payment.** The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Hazard Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the Lender may require and in such amounts and for such period as the Lender may require.

   The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

   In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

   If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (31) days from the date notice mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Lender's Security.** If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects the Lender's interest in the Property. Then the Lender, at the Lender's option upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property.

Any amounts disbursed by the Lender pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Lender to incur any expense or take any action hereunder.

6. **Inspection.** The Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor to the Lender's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of any mortgage, deed of trust or to the security agreement with a lien that has priority over this Mortgage.

8. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in a manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns for the Lender and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage. Grant and convey that Borrower's interest in the Property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice of the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender and/or the Federal National Mortgage Association ("Fannie Mae") shall be given by certified or registered mail, postage prepaid, and if to the Lender at the Lender's address stated on page 1 hereof with a copy to Servicer, if to Fannie Mae, addressed to 950 East Paces Ferry Road, Atlanta, Georgia 31326, Attention: Loan Administration, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

11. **Governing Law; Severability; Costs.** This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict provision, and to this and the provisions of this Mortgage or the Note that can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement that Borrower enters into with the Participant, the Lender, at the Lender's option, may require Borrower to execute and deliver to the Lender, in a form acceptable to the Lender, as assignment of any rights, claims or defenses that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein. In the event that the property is constructed, developed, financed or owned by Habitat for Humanity of Key West and Lower Florida Keys, Inc., Habitat for Humanity of the Middle Keys, Inc., Habitat for Humanity of the Upper Keys, Inc. or Habitats Keys Solutions, Inc., this mortgage may be assumed should the following conditions exist at the time of sale; (a) The prospective buyer(s) qualify under SHIP Program income eligibility guidelines; (b) the transaction maintains the properties affordability to the prospective buyer; (c) the properties long term affordability criteria are recorded, enforced and for a period of not less than the term of the SHIP Program mortgage and the transaction is consistent with such affordability criteria.

    Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. **Acceleration; Remedies.** Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a SHIP Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to taking any defaults action including acceleration of this Mortgage, the Lender shall give notice to the Senior Lien Holder and to the Borrower as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable; (2) the action required to cure such breach; (3) a date, not less than ten (10) days form the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defensive of Borrower to acceleration and foreclosure. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

16. **Borrower's Right to Reinstate.** Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums that would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

    Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. **Special SHIP Program Covenants, Representations.** The Borrower covenants, represents, and warrants to the Lender that; (a) the Borrower along with his/her/their/ family, intends to reside as a household in the Property; (b) the Property is a single-family residence; (c) the Borrower's total annual family income at the time of its application for the Loan did not exceed the income limit by family size for eligibility to participate in the SHIP Program, (d) at least three percent (3%) of the required down payment must be paid by the Borrower from his or her own resources.

21. **Principal Payment.** Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this Mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest not to exceed the original First Mortgage principal and interest payment and such payment of principal and interest when combined with real-estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

Doc# 1620251
Bk# 2262 Pg# 1753

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

Signed, sealed, and delivered in the presence of:

Witness Signature
Printed Name: ~~ERICA I. GARRICK-RODRIGUEZ~~

Witness Signature
Name: Christina E. Parker

Borrower

Address: _____

Witness Signature
Printed Name: _____

Witness Signature
Name: _____

Borrower

Address: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing was acknowledged before me this 20th day of Dec. 2006 by Yael Diez, who is personally known to me or who has produced a valid driver license as identification and who did not take an oath.

SEAL

Notary Signature

Printed Name: ERICA I. GARRICK-RODRIGUEZ

Commission Number: _____

My Commission Expires: _____

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUTE 420.513

EXHIBIT A

Unit 2, STAR FISH CAY, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2232, Page 874, as Amended by instrument filed Dec. 15, 2006, recorded in Official Records Book 2259, Page 514, all of the Public Records of Monroe County, Florida, together with an undivided share in the common elements appurtenant thereto, and subject to the covenants, conditions, restrictions and other provisions of the Declaration of Condominium and all amendments thereto.

Unit 2 further described by metes and bounds as follows: A portion of Lot 60, Summerland Yacht Harbor Subdivision, according to the Plat thereof as recorded in Plat Book 2, Page 142 of the Public Records of Monroe County, Florida, being more particularly described by metes and bounds as follows: Commence at the Southeast corner of the said Lot 60 and bear N 85°41'00" W for a distance of 240.46 feet to a point; thence bear N 04°28'42" E for a distance of 122.71 feet to a point; thence bear S 86°04'08" E for a distance of 23.51 feet to the Point of Beginning of the herein described Unit 2; thence continue S 86°04'08" E for a distance of 40.00 feet to a point; thence bear N 03°55'52" E for a distance of 26.67 feet to a point; thence bear N 86°04'08" W for a distance of 40.00 feet to a point; thence bear S 03°55'52" W for a distance of 26.67 feet back to the Point of Beginning.

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1864989 01/04/2012 2:53PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO.: 2008-CA-2052-K

FIRST STATE BANK OF THE FLORIDA KEYS, a Florida Corporation,

Plaintiff,

01/04/2012 2:53PM
DEED DOC STAMP CL: DS $0.70

v.

YOEL DIEZ, an individual; COUNTY OF MONROE, an independent agency of the State of Florida; STAR FISH CAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation; B&W ENTERPRISES OF KEY WEST, INC., a Florida corporation; JOHN DOE, tenant in possession; JANE DOE, tenant in possession;

Defendants.
_____/

DANNY L. KOLHAGE
CLK CIR. CT.
MONROE COUNTY, FLA.

FILED FOR RECORD
2012 JAN -3 AM 8:45

Doc# 1864989
Bk# 2549 Pg# 1261

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK hereby certifies that a Certificate of Sale has been executed and filed in this action on December 21, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following described real property in Monroe County, Florida:

Unit 2, STAR FISH CAY, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2232, Page 874, as Amended by instrument filed Dec. 15, 2006, recorded in Official Records Book 2259, Page 514, all of the Public Records of Monroe County, Florida, together with an undivided share in the common elements appurtenant thereto, and subject to the covenants, conditions, restrictions and other provisions of the Declaration of Condominium and all amendments thereto.

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Bid $100.00

'00"W for a distance of 240.46 feet to a point; thence bear N 04°28'42" E for a distance of 122.71 feet to a point; thence bear S 86°04'08" E for a distance of 23.51 feet to the Point of Beginning of the herein described Unit 2; thence continue S 86°04'08" E for a distance of 40.00 feet to a point; thence bear N 03°55'52" E for a distance of 26.67 feet to a point; thence bear N 86°04'08" W for a distance of 40.00 feet to a point; thence bear S 03°55'52" W for a distance of 26.67 feet back to the Point of Beginning.

commonly known as 96 John Street, Summerland Key, Florida 33042

was sold to:

Keys Island Properties, LLC
1201 Simonton St.
Key West, FL 33040

WITNESS my hand and the seal of the court on January 3, 2012.

By: _____
Deputy Clerk

DANNY L. KOLHAGE
CLERK CIRCUIT COURT

CIRCUIT & COUNTY COURTS CLERK IN GOD WE TRUST MONROE COUNTY, FLORIDA

Copy provided to:

Gary M. Freedman
Tabas, Freedman, Soloff, Miller & Brown, P.A.
14 N.E. 1st Avenue, Penthouse
Miami, FL 33132

MONROE COUNTY
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO.: 2008 CA 2052 K

FIRST STATE BANK OF THE FLORIDA KEYS, a Florida Corporation,

Plaintiff,

v.

YOEL DIEZ, an individual; COUNTY OF MONROE, an independent agency of the State of Florida; STAR FISH CAY CONDOMINIUM ASSOCIATION INC., a Florida corporation; B&W ENTERPRISES OF KEY WEST, INC., a Florida corporation; JOHN DOE, Tenant in Possession and JANE DOE, Tenant in Possession

Defendants.
_____/

Doc# 1841229 06/27/2011 1:45PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

2011 JUN 27 AM 8:32

Doc# 1841229
Bk# 2523 Pg# 652

AMENDED NOTICE OF LIS PENDENS

TO: YOEL DIEZ, an individual; COUNTY OF MONROE, an independent agency of the State of Florida; STAR FISH CAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation; B&W Enterprises of Key West, Inc., a Florida corporation; JOHN DOE, Tenant in Possession; JANE DOE n/k/a CHRISTINA CISCO, tenant in possession; HILDA DIEZ, an individual, and all others whom it may concern:

YOU ARE NOTIFIED of the institution of this action by Plaintiff, First State Bank of the Florida Keys, against you seeking to foreclose a mortgage on the following described real property located in Monroe County, Florida:

> Unit 2, STAR FISH CAY, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2232, Page 874, as Amended by instrument filed Dec. 15, 2006, recorded in Official Records 2259, Page 514, all of the Public Records of Monroe County, Florida, together with an undivided share in the common elements appurtenant thereto, and subject to the covenants, conditions,

restrictions and other provisions of the Declaration of Condominium and all amendments thereto.

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a/k/a 96 John Street, Summerland Key, Florida 33042

Dated this 21st day of June, 2011.

Doc# 1841229
Bk# 2523 Pg# 653

Gary M. Freedman
Fla. Bar No. 727260
Melanie L. Campbell
Fla. Bar No. 52635
Tabas, Freedman, Soloff, Miller & Brown, P.A.
Attorneys for Plaintiff
One Flagler Building
14 Northeast First Avenue, Penthouse
Miami, Florida 33132
Telephone: (305) 375-8171
Facsimile: (305) 381-7708
Gary@tabasfreedman.com
Melanie@tabasfreedman.com

MONROE COUNTY
OFFICIAL RECORDS

RESOLUTION NO. ____ - 2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE WRITE-OFF OF A $45,000.00 SHIP SECOND MORTGAGE

WHEREAS, the Monroe County SHIP Program executed a SHIP Second Mortgage between the County and Yoel Diez in the amount of $45,000.00 on December 20, 2006, recorded on December 29, 2006, as Document #1620251, Book 2262, Page 1749 of the public records of Monroe County, Florida, secured by the property located at 96 John Street, Summerland Key, Florida 33042, Lot 60, Summerland Yach Harbor Subdivision F/K/A Gov Lot 9 Section 66S RNG 28 East Plat Book 2-142; and

WHEREAS, the First Mortgagee (FIRST STATE BANK OF THE FLORIDA KEYS, A FLORIDA CORPORATION) filed a foreclosure action as well as an Amended Notice of Lis Pendens on June 21, 2011, Document #1841229, Book 2523, Page 652; and

WHEREAS, a Final Judgement of Foreclosure was Ordered on November 16, 2011, sale by auction was set for December 21, 2011, and the property was sold to the highest bidder on December 21, 2011; and

WHEREAS, the SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery; and

WHEREAS, the First Mortgagee took title to the property on December 21, 2011, Document #1863517, Book 2547, Page 1823; and

NOWTHEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Florida that the County hereby:

Authorizes the write-off of a SHIP Second Mortgage Loan in the amount of $45,000.00 formerly secured by the property located at 96 John Street, Summerland Key, Florida 33042.

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the ____ day of _____ 2024.

Mayor Holly Merrill Raschein _____
Commissioner James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

_____
Mayor Holly Merrill Raschein

MONROE COUNTY ATTORNEY'S OFFICE
Approved for form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

PREPARED BY/RETURN TO:
Monroe County SHIP Program
1100 Simonton St., Suite 1-196
Key West, FL 33040

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

RELEASE OF MORTGAGE OR LIEN

***Know All Men By These Presents**, that **Monroe County,** the owner(s) and holder(s) of a certain Mortgage Deed, executed on **DECEMBER 20, 2006** by **YOEL DIEZ,** to Monroe County, Florida and recorded on **DECEMBER 29, 2006, in Official Records Book 2262, Page 1749, as Document #1620251** in the office of the Clerk of the Circuit Court of Monroe County, State of Florida, securing certain Note in the principal sum of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00)**, upon the property situate in said State and County described as follow, to-wit:*

LOT 60 SUMMERLAND YACH HARBOR SUBDIVISION F/K/A GOV LOT 9 SECTION 66S RNG 28 EAST, PLAT BOOK 2-142 (SEE EXHIBIT A ATTACHED)

*Which has the address of: **96 JOHN STREET, SUMMERLAND KEY, FLORIDA 33042***
(herein the "Property Address:")

does hereby RELEASE and DISCHARGE said Note and Mortgage Deed and hereby direct KEVIN MADOK, CPA, the Clerk of the said Circuit Court, to cancel the same of record.

In Witness Whereof, Monroe County has caused this document to be executed as of this _____ day of _____ 2024.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Holly Merrill Raschein, Mayor

STATE OF FLORIDA
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____ 2024 by Holly Merrill Raschein, Mayor, known to me to be the person(s) described herein and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and who did not take an oath. Check one: ___ said person(s) is/are personally known to me. ___ said person(s) provided the following type of identification. _____.

Witness my hand and official seal in the County and State Last aforesaid this ____ day of _____, 2024.

_____
Notary Signature:

_____
Printed Name

_____
Commission No:

_____
Commission Expires:

Monroe County Attorney's Office
Approved as to form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

EXHIBIT A

Unit 2, STAR FISH CAY, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 2232, Page 874, as Amended by instrument filed Dec. 15, 2006, recorded in Official Records Book 2259, Page 514, all of the Public Records of Monroe County, Florida, together with an undivided share in the common elements appurtenant thereto, and subject to the covenants, conditions, restrictions and other provisions of the Declaration of Condominium and all amendments thereto.

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MONROE COUNTY
OFFICIAL RECORDS

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C21
2023-2126

BULK ITEM: Yes **DEPARTMENT:** Social Services

TIME APPROXIMATE: **STAFF CONTACT:** Sheryl Graham

AGENDA ITEM WORDING: Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by David A. Jackson, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

ITEM BACKGROUND:
Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by David A. Jackson, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure. The SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Recommend Approval

DOCUMENTATION:

FINAL JUDEGEMENT OF FORECLOSURE.pdf
JACKSON CERTIFICATE OF SALE.pdf
JACKSON CLAIM OF LIEN HOA.pdf
JACKSON DAVID REC SHIP MORTG.pdf
JACKSON CERTIFICATE OF TITLE.pdf

JACKSON_D_FORECLOSURE_RESOLUTION_FINAL_UPDATED_.pdf
JACKSON_DAVID_A_RELEASE_OF_MORTGAGE_final.pdf

FINANCIAL IMPACT:
N/A

Doc # 2401933 Bk# 3206 Pg# 1226 Recorded 12/29/2022 at 10:35 AM Pages 6
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: $0.00

Filing # 163738369 E-Filed 12/28/2022 11:06:59 AM

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

FIRST STATE BANK OF THE FLORIDA KEYS, a Florida banking corporation,

Plaintiff,

vs.

DAVID A. JACKSON, an individual; UNKNOWN SPOUSE OF DAVID A. JACKSON, an individual; SANTA CLARA CONDOMINIUM ASSOCIATION, INC., a Florida corporation; COUNTY OF MONROE, a political subdivision of the State of Florida; and JOHN DOE, tenant in possession of subject property,

Defendants,

/

Case No. 22 CA 176 K

UNIFORM FINAL JUDGMENT OF FORECLOSURE

Pursuant to Order entered by this Court granting Plaintiff's Motion for Summary Final Judgment:

IT IS ORDERED AND ADJUDGED that:

1. Plaintiff, **First State Bank of the Florida Keys, 1201 Simonton Street, Key West, Florida 33040**, is due:

Description	Amount
Principal Balance	$171,640.74
Interest Due as of September 9, 2022 ($6,152.79) plus per diem $17.2832 through December 7, 2022 ($1,520.93)	$7,673.72

Late Fees	$1,074.98
Deferred Interest Payments	$1,957.43
Negative Escrow Balance	$1,550.28
Lien and Title Search	$234.00
Appraisal	$750.00
Filing Fees	$916.50
Issuance of Summons by the Clerk	$60.00
Process Service Fee	$249.00
TOTAL	**$186,106.65**

That shall bear interest at the rate of 4.75% per year from the date of entry of this Uniform Final Judgment of Foreclosure.

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described real property in Monroe County Florida:

Unit 701, SANTA CLARA, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 800, Page(s) 1179, Public Records of Monroe County, Florida, and all subsequent amendments thereto, together with its undivided share in the common elements.

Commonly known as: 3312 Northside Drive, Unit 701, Key West, FL 33040

3. If the total sum and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale as set forth below to the highest bidder for cash, except as prescribed in paragraph 4, in accordance with section 45.031, Florida Statutes, using the following method:

Sales Information	**Date**	**Time**	**Location**
Monroe County	February 15, 2023	11:00AM	Clerk of Court 500 Whitehead Street Key West, FL

			33040

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

5. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to Plaintiff's less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

6. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. The Court specifically reserves jurisdiction to enter further orders the Court deems just and proper to include without limitation, the following: orders related to pursuit and entry of deficiency judgment, if Defendant has not been discharged in bankruptcy, or it is not prohibited by federal law or mutual settlement agreement; orders granting additional attorney's fees and costs; writs of possession; orders determining the amount and responsibility for assessments that may be due a condominium or homeowner's association pursuant to section 718.116 or 720.3085 of the Florida Statutes; orders arising out of re-foreclosure, to include permitting a supplemental complaint to add an interest-holder, and/or; orders involving reformation of the mortgage instrument or deed to perfect title.

8. Additions, Modifications or Changes to Standard Form.

   - No further order of Court is required to issue certificate of title in the event an assignment of bid is filed.

- Jurisdiction of this action is retained in the event a supplemental complaint is needed in order to add an inadvertently omitted defendant in these foreclosure proceedings.

If this property is sold at a public auction, there may be additional money from the sale after payment of persons who are entitled to be paid from the sale proceeds pursuant to this Final Judgment.

If you are a subordinate lienholder claiming right to funds remaining after the sale, you must file a claim with the Clerk no later than sixty (60) days after the sale. If you fail to file a claim, you will not be entitled to any remaining funds.

DONE AND ORDERED at Key West, Monroe County, Florida, this Wednesday, December 28, 2022.

44-2022-CA-000176-A0-01KW 12/28/2022 11:06:51 AM

Judge Timothy Koenig, Circuit Judge
44-2022-CA-000176-A0-01KW 12/28/2022 11:06:51 AM

cc:

David A Jackson
22 El Monte Ln
Key West FL 33040

Unknown Spouse of David A. Jackson
22 El Monte Ln
Key West FL 33040

Santa Clara Condominium Association, Inc
3312 Northside Drive
Office
Key West FL 33040

John Doe
3312 Northside Drive
Unit 701
Key West FL 33040

J Jon Ashby
jermya@keysbank.com
bethp@keysbank.com

James Douglas Molenaar
Molenaar-James@MonroeCounty-FL.Gov
Morales-Yanaiz@MonroeCounty-FL.Gov
Proffitt-Maureen@MonroeCounty-Fl.gov

Copies furnished to:

J. Jon Ashby, Esq.
1201 Simonton Street
Key West, FL 33040
jermya@keysbank.com

James D. Molenaar, Esq.
Attorney for Defendant, County of Monroe
Via Florida Courts E-Filing Portal

Becker & Poliakoff, P.A.
Attorney for Defendant, Santa Clara Condominium Association, Inc.
Via Florida Courts E-Filing Portal

David A. Jackson
Defendant
22 El Monte Ln
Key West, FL 33040

Unknown Spouse of David A. Jackson
Defendant
(now known to be Sotey Jackson)
22 El Monte Ln
Key West, FL 33040

John Doe
Tenant in possession
(now known to be Ted Lund)
3312 Northside Drive
Unit 701
Key West, FL 33040

Doc # 2406873 Bk# 3212 Pg# 310 Recorded 2/15/2023 at 2:56 PM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: $0.00

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO: 44-2022-CA-000176-K

FIRST STATE BANK OF THE FLORIDA KEYS, A FLORIDA BANKING CORPORATION
PLAINTIFF

VS.

DAVID A. JACKSON, AN INDIVIDUAL; UNKNOWN SPOUSE OF DAVID A. JACKSON, AN IB=NDIVIDUAL; SANTA CLARA CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION; COUNTY OF MONROE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; AND JOHN DOE, TENANTS IN POSSESSION OF SUBJECT PROPERTY
Defendant

CERTIFICATE OF SALE

FILED FOR RECORD
2023 FEB 15 PM 2:04
CLK. CT.
MONROE COUNTY, FLA.

The undersigned Clerk of the Court certifies that Notice of Public Sale of the property described in the Final Judgment was published in the **KEY WEST CITIZEN** a newspaper circulated in Monroe County, Florida, in the manner shown by the Proof of Publication attached.

See attached Property Description

And on **February 15, 2023,** the property was offered for public sale to the highest and best bidder for cash.

The highest and best bid received for the property was submitted by **FIRST STATE BANK OF THE FLORIDA KEYS, A FLORIDA BANKING CORPORATION** to whom the property was sold.

The proceeds of the sale are retained for distribution in accordance with the Final Judgment.

WITNESS MY HAND AND SEAL of this Court on **February 15, 2023**

KEVIN MADOK, CPA
Clerk of the Court
By: _____
As Deputy Clerk

Bid: $ 100.00

Unit 701, SANTA CLARA, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 800, Page(s) 1179, Public Records of Monroe County, Florida, and all subsequent amendments thereto, together with its undivided share in the common elements.

Commonly known as: 3312 Northside Drive, Unit 701, Key West, FL 33040

THE CITIZEN KEY WEST

The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (305) 292-7777 ext. 219 F: (305) 295-8025
legals@keysnews.com

FIRST STATE BANK (MISC ADS)
1201 SIMONTON ST
KEY WEST FL 33040-3111

Account: [redacted] Ticket: 3874612

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

Before the undersigned authority personally appeared

_____Melinda Prescott_____, who on oath says that he or she is

The legal advertising representative of the Key West Citizen, a five day newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of 44-2022-CA-176-K was published in said newspaper in the issues of:

Friday, January 27, 2023
Friday, February 3, 2023

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida Tuesday thru Saturday weekly, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Melinda Prescott
(Signature of Affiant)

Affirmed and subscribed before me this 10th day of February 2023

Laura M Robins
(Notary Public Signature)

_____Laura M Robins_____
(Notary Public Printed Name)

My commission expires _____9/26/2026_____

Personally Known _X_ Produced Identification ___
Type of Identification Produced _____ (Notary Seal)_____

Notary Public State of Florida
Laura M Robins
My Commission HH 282830
Expires 9/26/2026

IN THE CIRCUIT COURT OF THE
SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY
NOTICE OF FORECLOSURE SALE
BY CLERK OF THE CIRCUIT COURT

Notice is hereby given that the undersigned, Kevin Madok, Clerk of the Circuit Court of Monroe County, Florida, will, on the 15th of February 2023 at 11 o'clock a.m., at 500 Whitehead Street Monroe County in the City of Key West Florida, offer for sale at public outcry to the highest and best bidder for CASH the following property situated in Monroe County, Florida, to wit:

Unit 701, SANTA CLARA, a Condominium, according to the declaration of Condominium recorded in Official Records Book 800, Page(s) 1179, Public Records of Monroe County, Florida, and all subsequent amendments thereto, together with its undivided share in the common elements.
Commonly known as: 3312 Northside Drive, Unit 701, Key West, FL 33040

Pursuant to UNIFORM FINAL JUDGMENT OF FORECLOSURE entered in a case pending in said Court, the 28th day of December 2022 Style of which is:

FIRST STATE BANK OF THE FLORIDA KEYS, A FLORIDA BANKING CORPORATION
Plaintiff

VS.

DAVID A. JACKSON, AN INDIVIDUAL; UNKNOWN SPOUSE OF DAVID A. JACKSON, AN INDIVIDUAL; SANTA CLARA CONDOMINIUM ASSOCIATION, INC.; COUNTY OF MONROE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; AND JOHN DOE, TENANT IN POSSESSION OF SUBJECT PROPERTY
Defendant

And the Docket Number of which is Number 44-2022-CA-176-K

WITNESS my hand and the Official Seal of said Court, this 29th day of December 2022
KEVIN MADOK
Clerk of the Circuit Court
Monroe County, Florida
By: Shonta McLeod
Deputy Clerk

Florida Statute 45.031: Any person claiming as interest in the surplus from the sale, if any, other than the property owner as of the date of Lis Pendens must file a claim within 60 days after the sale.
01/27/2023, 02/03/2023 -KWC
419728 3874612

Doc # 2377751 Bk# 3176 Pg# 1767 Electronically Recorded 5/31/2022 at 2:56 PM Pages 1
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $10.00

THIS INSTRUMENT PREPARED BY:
BECKER & POLIAKOFF, P.A.
K. Joy Mattingly, Esq.
1 East Broward Blvd., Suite 1700
Fort Lauderdale, FL 33301
Phone: (954) 985-4102
Fax: (954) 987-5940

CLAIM OF LIEN FOR CONDOMINIUM ASSESSMENTS

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned notary public, personally appeared K. Joy Mattingly, Authorized Agent of Santa Clara Condominium Association, Inc., a Florida corporation, on behalf of the corporation. Affiant is (x) personally known to me and Affiant is the Authorized Agent of Santa Clara Condominium Association, Inc., whose post office address is 3312 Northside Dr., Key West, FL 33040, and that pursuant to Section 718.116 of the Florida Statutes as well as the Declaration of Condominium, said Association is owed the following amounts for shares of the common expenses:

Description	Amount
Balance of Maintenance due 10/01/21	$125.00
Monthly Maintenance due 11/01/21-05/01/22 at $405.00 each	2,835.00
Special Assessment due 12/01/21	5,692.80
Special Assessment due 02/01/22-04/01/22 at $4,427.74 each	13,283.22
Special Assessment due 05/01/22	2,238.87
TOTAL	**$24,174.89**

plus interest at the rate of 18% per annum from the due dates.

This Claim of Lien shall also secure all unpaid assessments, interest, costs and attorneys fees which are due and which may accrue subsequent to the date of this Claim of Lien and prior to entry of a final judgment of foreclosure.

The Lienor claims this lien on the following described property in Monroe County, Florida:

That certain Condominium Parcel composed of Condominium Unit 701, together with an undivided interest or share in the common elements appurtenant thereto, in accordance with, and subject to the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of Santa Clara, a Condominium, as set forth in Condominium Graphics Book 2, under File No. 194320, and in Official Records Book 800, Page 1179 of the Public Records of Monroe County, Florida.

A/K/A: 3312 Northside Drive, Unit 701, Key West, Fl 33040

the current owner of which is DAVID A. JACKSON, A SINGLE MAN.

The amount due to the Lienor remains outstanding as of May 31, 2022.

SANTA CLARA CONDOMINIUM ASSOCIATION, INC.

BY: K Joy Mattingly Signed on 2022/05/31 09:03:52 -8:00 _____ (SEAL)
K. Joy Mattingly, Authorized Agent

SWORN TO AND SUBSCRIBED before me by means of ☐ ~~physical presence~~ or ☒ online notarization this 31st day of May, 2022, by K. Joy Mattingly, Authorized Agent.

Mindy Varilek Signed on 2022/05/31 09:03:52 -8:00 _____ (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Mindy Sue Varilek
Printed Name of Notary Public
My Commission Expires: 3/22/2025

Mindy Sue Varilek
Commission # HH 107525
Notary Public - State of Florida
My Commission Expires Mar 22, 2025
Notary Stamp 2022/05/31 09:03:52 PST 9C72DF166924

Notarial act performed by audio-visual communication

22099434v.1 S02112/409925

EF8A8D75-79D2-42EE-BE5A-14B43DC5E70A — 2022/05/31 09:01:23 -8:00 — Remote Notary
DocVerify ID: EF8A8D75-79D2-42EE-BE5A-14B43DC5E70A
www.docverify.com
Page 7 of 7 714B43DC5E70A

Doc# 1630774 03/06/2007 11:01AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

03/06/2007 11:01AM
MORTGAGE DOC STAMP CL: PW $157.50

This instrument was prepared by:
Monroe County Housing Authority
1400 Kennedy Drive
Key West, FL 33040

4107800399

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUE 420.513

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE
(Due on Sale, Refinancing or Rental)

Doc# 1630774
Bk# 2277 Pg# 180

COUNTY OF MONROE
SHIP HOMEBUYER ASSISTANCE LOAN

This second mortgage is made this 28th **day of February, 2007**, between the Mortgagor, **DAVID A JACKSON, a single man** (herein the "Borrower,") and the Mortgagee, the **COUNTY OF MONROE**, an agency and instrumentality of the State of Florida, whose address is Monroe County Courthouse, 500 Whitehead Street, Key West, Florida 33040 (herein the "Lender.")

WHEREAS, the Borrower has applied to **The First State Bank of the Florida Keys** ("Participant") for a loan for the purchase of the Property (as defined herein,) which Mortgage Loan shall be secured by a First Mortgage lien (the "First Mortgage") in favor of Participant. The Borrower has applied to the Monroe County State Housing Initiatives Program (SHIP) for a Homebuyer Assistance Program Loan in the original principal amount of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** the "Loan" The Borrower along with his/her/their family, intends to reside as a household in the Property (as defined herein,) which Property is a single-family residence, and

WHEREAS, the Borrower is indebted to Lender in the principal sum of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **February** 28, **2007** and extensions and renewals thereof (herein "Note,") providing for payment of principal indebtedness if not sooner paid, due and payable on **February** 28, **2037**.

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note: the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage: and the performance of the covenants and agreements of the Borrower herein contained the Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Monroe, State of Florida:

SANTA CLARA CONDOMINIUM – PHASE I – UNIT 701 & 0.57% COMMON ELEMENTS OR802-614 OR818-1419 OR1371-1454-55(CW)(U/R DC ON FILE-COOPER E H(JHM) OR 1751-534QC(CTT)

Which has the address of: 3312 Northside Drive, Unit 701, Key West, FL 330404

(herein the "Property Address:")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of Participant, and for other encumbrances of record. Borrower covenants, represents and warrants to the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. **Payment.** The Borrower shall promptly pay when due the indebtedness evidenced by the **Note attached as Exhibit** A.

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Hazard Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the Lender may require and in such amounts and for such period as the Lender may require.

   The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

   In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

   If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (31) days from the date notice mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Lender's Security.** If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects the Lender's interest in the Property. Then the Lender, at the Lender's option upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property.

   Any amounts disbursed by the Lender pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to

other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Lender to incur any expense or take any action hereunder.

6. **Inspection.** The Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor to the Lender's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of any mortgage, deed of trust or to the security agreement with a lien that has priority over this Mortgage.

8. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in a manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns for the Lender and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice of the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender and/or the Federal National Mortgage Association ("Fannie Mae") shall be given by certified or registered mail, postage prepaid, and if to the Lender at the Lender's address stated on page 1 hereof with a copy to Servicer, if to Fannie Mae, addressed to 950 East Paces Ferry Road, Atlanta, Georgia 31326, Attention: Loan Administration, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

11. **Governing Law; Severability; Costs.** This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict provision, and to this and the provisions of this Mortgage or the Note that can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement that Borrower enters into with the Participant, the Lender, at the Lender's option, may require Borrower to execute and deliver to the Lender, in a form acceptable to the Lender, as assignment of any rights, claims or defenses that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

    In the event that the property is constructed, developed, financed or owned by Habitat for Humanity of Key West and Lower Florida Keys, Inc., Habitat for Humanity of the Middle Keys, Inc., Habitat for Humanity of the Upper Keys, Inc. or Habitats Keys Solutions, Inc., this mortgage may be repaid and a new mortgage to the purchaser provided should the following conditions exist at the time of sale; (a) The prospective buyer(s) qualify under SHIP Program income eligibility guidelines; (b) the transaction maintains the properties affordability to the prospective buyer; (c) the properties long term affordability criteria are recorded, enforced and for a period of not less than the term of the SHIP Program mortgage and the transaction is consistent with such affordability criteria.

15. **Acceleration:** Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

16. **Remedies:** Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a SHIP Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to taking any defaults action including acceleration of this Mortgage, the Lender shall give notice to the Senior Lien Holder and to the Borrower as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable; (2) the action required to cure such breach; (3) a date, not less than ten (10) days form the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defensive of Borrower to acceleration and foreclosure. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

17. **Borrower's Right to Reinstate.** Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums that would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the

obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

    Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

21. **Special SHIP Program Covenants, Representations.** The Borrower covenants, represents, and warrants to the Lender that; (a) the Borrower along with his/her/their/ family, intends to reside as a household in the Property; (b) the Property is a single-family residence; (c) the Borrower's total annual family income at the time of its application for the Loan did not exceed the income limit by family size for eligibility to participate in the SHIP Program, (d) at least three percent (3%) of the required down payment must be paid by the Borrower from his or her own resources.

22. **Principal Payment.** Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this Mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest not to exceed the original First Mortgage principal and interest payment and such payment of principal and interest when combined with real-estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

Signed, seated, and delivered in the presence of:

Witness Signature
Printed Name: Monica Hornyak

Witness Signature
Name: Teresa Mench

Borrower

Address:

Witness Signature
Printed Name:

Borrower

Witness Signature
Name:

Address:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing was acknowledged before me this 28 day of February, 2007 by David A. Jackson, who is personally known to me or who has produced a valid driver license as identification and who did not take an oath.

Notary Signature

SEAL

MONICA HORNYAK
Notary Public - State of Florida
My Commission Expires Aug 18, 2009
Commission # DD 453153

Printed Name:

Commission Number:

My Commission Expires:

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUTE 420.513

This instrument was prepared by:
Monroe County Housing Authority
1400 Kennedy Drive
Key West, FL 33040

Doc# 1630774
Bk# 2277 Pg# 186

THIS PROMISSORY NOTE IS GIVEN TO MONROE COUNTY AND IS EXEMPT FROM TAXATION PURSUANT TO FLORIDA STATUES 199.183.

PROMISSORY NOTE
COUNTY OF MONROE
SHIP HOMEBUYER ASSISTANCE LOAN

Date: February 28, 2007 City: Key West State: Florida

Name: **DAVID A JACKSON**
Property Address: **3312 Northside Drive, Apt. 701, Key West, FL 33040**

1. BORROWER'S PROMISE TO PAY

I, **DAVID A JACKSON**, promise to pay **FORTY FIVE THOUSAND DOLLARS AND NO CENTS** ***($45,000.00)*** (this amount will be called "principal") to the order of the COUNTY OF MONROE, as agency and instrumentality of the State of Florida, whose address is Monroe County Courthouse, 500 Whitehead Street, Key West, Florida 33040 (the "Lender,") or to any other holder of this Note. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

Interest on this Note shall be zero percent (0%) per annum; except that if I fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I pay it in full.

3. PAYMENTS

Principal payments shall be deferred for the term of the first mortgage loan or until **February 28, 2037.** My total payment on the aforementioned date shall be **FORTY FIVE THOUSAND DOLLARS AND NO CENTS** ***($45,000.00).*** In the event that I make payment in full on this loan at any time before it is due, rent my home, refinance or satisfy the first mortgage loan, sell or transfer the property, I agree to pay immediately the entire sum due under this Note plus fifty percent (50%) of the appreciated value of the property. The appreciated value is defined as the difference between the contract sales price and the contract purchase price, less the value of the seller's real estate sales commission and less the value of any lawfully permitted improvements. I will make my payment at Lender's address as stated in Section I above or at a different place if required by the Note Holder. Provisions contained herein for repayment of amounts exceeding the original principal balance shall not be applicable to housing constructed, developed, financed, or owned by Habitat for Humanity of Key West and Lower Florida Keys, Inc., Habitat for Humanity of the Middle Keys, Inc., Habitat for Humanity of the Upper Keys, Inc. or Habitats Keys Solutions, Inc.

4. BORROWER'S PAYMENT BEFORE THEY ARE DUE

I have the right to make payment in full on this Note at any time before it is due. Such payment is known as a "full payment." No partial prepayments can be made at any time on the principal of the loan. When I make full prepayment, I will tell the Note Holder in a letter that I am doing so. Full payments to this Note are subject to the conditions as described in Item 3 Payments, shared appreciation clause.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Default

If I do not pay the full amount as required in Section 3 above, I will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me to pay Holder's cost and expenses as described in (B) below.

(B) Payment of Note Holder's Costs and Expenses

If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its cost and expenses, including but not limited to

reasonable attorney's fees.

6. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Second Mortgage, dated **February** _____, *2007* protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Second Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

7. BORROWER'S WAIVER

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amount due (known as "presentment"); (B) to give notice that amounts have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest.") Any co-signer, guarantor, surety or endorser who agrees to keep the promises I have made in this Note by signing this Note or by executing a separate agreement to make payments to the Note Holder if I fail to keep my promises under this Note also waives these rights.

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me at the Property address above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. PRINCIPAL PAYMENT

Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest payment and such payment of principal and interest when combined with real estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

NOTICE TO BORROWER
DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Borrower _____ Date 2/28/07

Borrower _____ Date _____

(SIGN ORIGINAL ONLY)

MONROE COUNTY
OFFICIAL RECORDS

THIS PROMISSORY NOTE IS GIVEN TO MONROE COUNTY AND IS EXEMPT FROM TAXATION PURSUANT TO FLORIDA STATUES 199.183.

Doc # 2407751 Bk# 3213 Pg# 240 Recorded 2/23/2023 at 3:59 PM Pages 2
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: $0.00 Deed Doc Stamp $0.70

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO. 44-2022-CA-000176-K

FIRST STATE BANK OF THE FLORIDA KEYS, A FLORIDA BANKING CORPORATION
Plaintiff

VS.

DAVID A. JACKSON, an individual; UNKNOWN SPOUSE OF DAVID A. JACKSON, an individual; SANTA CLARA CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION; COUNTY OF MONROE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; AND JOHN DOE, TENANT IN POSSESSION OF SUBJECT PROPERTY
Defendant

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he or she executed and filed a Certificate of Sale in this action February 23, 2023, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Monroe County, Florida:

SEE ATTACHED LEGAL DESCRIPTION

was sold to: *FIRST STATE BANK OF THE FLORIDA KEYS, A FLORIDA BANKING CORPORATION*
1201 SIMONTON STREET
KEY WEST, FLORIDA 33040

FILED FOR RECORD
2023 FEB 23 PM 3:26
CLK. CIR. CT.
MONROE COUNTY, FLA.

WITNESS MY HAND AND SEAL of this Court on February 23, 2023

KEVIN MADOK,
Clerk of the Court

By: _____
Deputy Clerk

Bid Amount $100.00

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

Unit 701, SANTA CLARA, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 800, Page(s) 1179, Public Records of Monroe County, Florida, and all subsequent amendments thereto, together with its undivided share in the common elements.

Commonly known as: 3312 Northside Drive, Unit 701, Key West, FL 33040

RESOLUTION NO. ____ - 2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE WRITE-OFF OF A $45,000.00 SHIP SECOND MORTGAGE

WHEREAS, the Monroe County SHIP Program executed a SHIP Second Mortgage between the County and David Jackson, in the amount of $45,000 on FEBRUARY 28, 2007, recorded on March 6, 2007, as Document #1630774, Book 2277, Page 180 of the public records of Monroe County, Florida, secured by the property located at Santa Clara Condominium – Phase 1 – Unit 701 & 0.57% Common Elements, 3312 Northside Drive, Unit 701, Key West, Florida 22040; and

WHEREAS, the First Mortgagee (FIRST STATE BANK OF THE FLORIDA KEYS, A FLORIDA BANKING CORPORATION) filed a foreclosure action on March 17, 2022 as well as a Notice of Lis Pendens on March 17, 2022, Document #2367295, Book 3162, Page 2319; and

WHEREAS, a Final Judgement of Foreclosure was Ordered on December 28, 2022, sale by auction was set for February 15, 2023 and the property was sold to the highest bidder on February 15, 2023; and

WHEREAS, the SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery; and

WHEREAS, the First Mortgagee took title to the property on February 23, 2023, Document 2407751, Book 3213, Page 240; and

NOWTHEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Florida that the County hereby:

Authorizes the write-off of a SHIP Second Mortgage Loan in the amount of $45,000.00 formerly secured by the property located at SANTA CLARA CONDOMINIUM – PHASE 1 – UNIT 701 & 0.57% COMMON ELEMENTS, 3312 Northside Drive, Unit 701, Key West, Florida 33040.

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the ____ day of _____ 2024.

Mayor Holly Merrill Raschein _____
Commissioner James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

_____
Mayor Holly Merrill Raschein

MONROE COUNTY ATTORNEY'S OFFICE
Approved for form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

PREPARED BY/RETURN TO:
Monroe County SHIP Program
1100 Simonton St., Suite 1-196
Key West, FL 33040

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

RELEASE OF MORTGAGE OR LIEN

***Know All Men By These Presents**, that **Monroe County,** the owner(s) and holder(s) of a certain Mortgage Deed, executed on **FEBRUARY 28, 2007** by **DAVID A. JACKSON,** to Monroe County, Florida and recorded on **MARCH 6, 2007, in Official Records Book 2277, Page 180, as Document #1630774** in the office of the Clerk of the Circuit Court of Monroe County, State of Florida, securing certain Note in the principal sum of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00)**, upon the property situate in said State and County described as follow, to-wit:*

SANTA CLARA CONDOMINIUM – PHASE 1 – UNIT 701 & 0.57% COMMON ELEMENTS

*Which has the address of: **3312 Northside Drive, Unit 701, Key West, Florida 33040***
(herein the "Property Address:")

does hereby RELEASE and DISCHARGE said Note and Mortgage Deed and hereby direct KEVIN MADOK, CPA, the Clerk of the said Circuit Court, to cancel the same of record.

In Witness Whereof, Monroe County has caused this document to be executed as of this _____ day of _____ 2024.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Holly Merrill Raschein, Mayor

STATE OF FLORIDA
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____ 2024 by Holly Merrill Raschein, Mayor, known to me to be the person(s) described herein and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and who did not take an oath. Check one: ___ said person(s) is/are personally known to me. ___ said person(s) provided the following type of identification. _____.

Witness my hand and official seal in the County and State
Last aforesaid this ____ day of _____, 2024.

_____
Notary Signature:

_____
Printed Name

_____
Commission No:

_____
Commission Expires:

Monroe County Attorney's Office
Approved as to form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C22
2023-2125

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Marjorie E. Keeney, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

ITEM BACKGROUND:

Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Marjorie E. Keeney, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure. The SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Recommend Approval

DOCUMENTATION:

KEENEY CORPORATE ASSIGNMENT OF MORTGAGE.pdf
KEENEY SHIP RECD MORTG.pdf
KEENEY NOTICE OF LIS PENDENS.pdf
KEENEY FINAL JUDGMENT OF FORECLOSURE.pdf

KEENEY CERTIFICATE OF TITLE.pdf
KEENEY_FORECLOSURE_RESOLUTION__APPROVED_final_updated.pdf
KEENEY_MARJORIE_RELEASE_OF_MORTGAGE_APPROVED.pdf

FINANCIAL IMPACT:
N/A

Doc# 2042530 08/20/2015 3:33PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2042530
Bk# 2757 Pg# 93

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

OCWEN LOAN SERVICING, LLC
240 TECHNOLOGY DRIVE
IDAHO FALLS, ID 83401

CORPORATE ASSIGNMENT OF MORTGAGE

Monroe, Florida
SELLER'S SERVICING #:7143559446 "KEENEY"
SELLER'S LENDER ID#: DW 24423
OLD SERVICING #: 17325473

Date of Assignment: August 5th, 2015
Assignor: SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION at C/O OCWEN LOAN SERVICING, LLC, 1661 WORTHINGTON RD, SUITE 100, WEST PALM BEACH, FL 33409
Assignee: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR ABFC 2005-OPT1 TRUST, ABFC ASSET-BACKED CERTIFICATES, SERIES 2005-OPT1 at C/O OCWEN LOAN SERVICING, LLC., 1661 WORTHINGTON ROAD,STE 100, WEST PALM BEACH, FL 33409
Executed By: MARJORIE ELIZABETH KEENEY, A SINGLE WOMAN To: OPTION ONE MORTGAGE CORPORATION
Date of Mortgage: 06/15/2005 Recorded: 06/27/2005 in Book/Reel/Liber: 2127 Page/Folio: 66 as Instrument No.: 1524927 In the County of Monroe, State of Florida.

Property Address: 648 28 STREET, MARATHON, FL 33050

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $247,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

SAND CANYON CORPORATION FKA OPTION ONE MORTGAGE CORPORATION
On AUG 0 6 2015

By: Karen Smith
Karen Smith,
Assistant Secretary

STATE OF Iowa
COUNTY OF Black Hawk

On AUG 0 6 2015, before me, MARY KAMMEYER, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Karen Smith, Assistant Secretary personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Mary Kammeyer
MARY KAMMEYER
Notary Expires: / /
OCT 2 8 2017

MARY KAMMEYER
COMMISSION NO.786692
MY COMMISSION EXPIRES
OCTOBER 28, 2017

(This area for notarial seal)

Prepared By:
Karen Smith, OCWEN LOAN SERVICING, LLC 240 TECHNOLOGY DRIVE, IDAHO FALLS, ID 83401 800-766-4622

*GS*GSGMAC*08/05/2015 12:28:33 PM* GMAC40GMACA0000000000000004681627* FLMONRO* 7143559446 FLSTATE_MORT_ASSIGN_ASSN *KS*KS1GMAC*

15-035268

MONROE COUNTY
OFFICIAL RECORDS

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUE 420.513

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

(Due on Sale, Refinancing or Rental)

COUNTY OF MONROE
SHIP LOAN PROGRAM

This second mortgage is made this June 15, 2005, between the Mortgagor, **MARJORIE E. KEENEY**, a single woman, (herein the "Borrower,") and the Mortgagee, the **COUNTY OF MONROE**, an agency and instrumentality of the State of Florida, whose address is Monroe County Courthouse, 500 Whitehead Street, Key West, Florida 33040 (herein the "Lender.")

WHEREAS, the Borrower has applied to **Paramount Home Loans, Inc.** ("Participant") for a loan for the purchase of the Property (as defined herein,) which Mortgage Loan shall be secured by a First Mortgage lien (the "First Mortgage") in favor of Participant. The Borrower has applied to the County of Monroe Special Programs Office for a SHIP Program Loan in the original principal amount of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** the "Loan," the Borrower along with his/her/their family, intends to reside as a household in the Property (as defined herein,) which Property is a single-family residence, and

WHEREAS, the Borrower is indebted to Lender in the principal sum of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **June 15, 2005** and extensions and renewals thereof (herein "Note,") providing for payment of principal indebtedness if not sooner paid, due and payable on **June 15, 2035**.

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note: the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage: and the performance of the covenants and agreements of the Borrower herein contained the Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Monroe, State of Florida:

Block 1, Lot 5, Harbor Isles, PB 4-98, Key Vaca, Monroe County, Florida

Which has the address of **648 28th Street** (Street) **Marathon** (City) **Florida** (State) **33050** (Zip Code)

(herein the "Property Address:")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Doc# 1524928 06/27/2005 10:11AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

06/27/2005 10:11AM
MORTGAGE DOC STAMP CL: FP $157.50

Doc# 1524928
Bk# 2127 Pg# 77

This instrument was prepared by:
Special Programs Office
1403 12th Street
Key West, FL 33140

BORROWER COVENANTS, represents and warrants to the Lender and its successors and

assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of Participant, and for other encumbrances of record. Borrower covenants, represents and warrants to the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. **Payment.** The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Hazard Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the Lender may require and in such amounts and for such period as the Lender may require.

   The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

   In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

   If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (31) days from the date notice mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Lender's Security.** If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects the Lender's interest in the Property. Then the Lender, at the Lender's option upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property.

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Bk# 2127 Pg# 78

Any amounts disbursed by the Lender pursuant to this Paragraph 5, with interest thereon,

at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Lender to incur any expense or take any action hereunder.

6. **Inspection.** The Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor to the Lender's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of any mortgage, deed of trust or to the security agreement with a lien that has priority over this Mortgage.

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Bk# 2127 Pg# 79

8. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in a manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns for the Lender and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage. Grant and convey that Borrower's interest in the Property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice of the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender and/or the Federal National Mortgage Association ("Fannie Mae") shall be given by certified or registered mail, postage prepaid, and if to the Lender at the Lender's address stated on page 1 hereof with a copy to Servicer, if to Fannie Mae, addressed to 950 East Paces Ferry Road, Atlanta, Georgia 31326, Attention: Loan Administration, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

11. **Governing Law; Severability; Costs.** This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict provision, and to this and the provisions of this Mortgage or the Note that can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement that Borrower enters into with the Participant, the Lender, at the Lender's option, may require Borrower to execute and deliver to the Lender, in a form acceptable to the Lender, as assignment of any rights, claims or defenses that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein. In the event that the property is constructed, developed, financed or owned by Habitat for Humanity of Key West and Lower Florida Keys, Inc., Habitat for Humanity of the Middle Keys, Inc., Habitat for Humanity of the Upper Keys, Inc. or Habitats Keys Solutions, Inc., this mortgage may be assumed should the following conditions exist at the time of sale; (a) The prospective buyer(s) qualify under SHIP Program income eligibility guidelines; (b) the transaction maintains the properties affordability to the prospective buyer; (c) the properties long term affordability criteria are recorded, enforced and for a period of not less than the term of the SHIP Program mortgage and the transaction is consistent with such affordability criteria.

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Bk# 2127 Pg# 80

Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. **Acceleration; Remedies.** Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a SHIP Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to taking any defaults action including acceleration of this Mortgage, the Lender shall give notice to the Senior Lien Holder and to the Borrower as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable; (2) the action required to cure such breach; (3) a date, not less than ten (10) days form the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defensive of Borrower to acceleration and foreclosure. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

16. **Borrower's Right to Reinstate.** Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums that would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue

unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

    Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. **Special SHIP Program Covenants, Representations.** The Borrower covenants, represents, and warrants to the Lender that; (a) the Borrower along with his/her/their/ family, intends to reside as a household in the Property; (b) the Property is a single-family residence; (c) the Borrower's total annual family income at the time of its application for the Loan did not exceed the income limit by family size for eligibility to participate in the SHIP Program, (d) at least three percent (3%) of the required down payment must be paid by the Borrower from his or her own resources.

21. **Principal Payment.** Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this Mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest not to exceed the original First Mortgage principal and interest payment and such payment of principal and interest when combined with real-estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

Doc# 1524928
Bk# 2127 Pg# 81

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

Signed, sealed, and delivered in the presence of:

Witness Signature
Printed Name: April Motley

Witness Signature
Name: Heidi Travis
HEIDI TRAVIS.

Witness Signature
Printed Name: /

Witness Signature
Name: _____

Marjorie E. Keeney
Borrower

Address: _____

DocH 1524928
BkH 2127 PgH 82

_____
Borrower

Address: _____

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing was acknowledged before me this 15 day of June 2005 by Marjorie E. Keeney, who is personally known to me or who has produced a valid driver license as identification and who did not take an oath.

SEAL

APRIL MOTLEY
Notary Public - State of Florida
My Commission Expires Apr 11, 2007
Commission # DD179557
Bonded By National Notary Assn.

Notary Signature
Printed Name: April Motley
Commission Number: DD179557
My Commission Expires: 4/11/07

MONROE COUNTY
OFFICIAL RECORDS

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUE 420.513

Doc# 2046241 09/21/2015 10:48AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2046241
Bk# 2761 Pg# 1439

WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR ABFC 2005-OPT1 TRUST ABFC ASSET-BACKED CERTIFICATES SERIES 2005-OPT1,
Plaintiff,

vs.

MARJORIE ELIZABETH KEENEY A/K/A MARJORIE E. KEENEY; UNKNOWN SPOUSE OF MARJORIE ELIZABETH KEENEY A/K/A MARJORIE E. KEENEY; MONROE COUNTY, FLORIDA; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.
_____/

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO.: 15-CA-000251-M

NOTICE OF LIS PENDENS

FILED FOR RECORD
2015 SEP 18 AM 10:30
CLK. CIR. CT.
MONROE COUNTY, FLA.

TO: THE DEFENDANTS NAMED ABOVE AND ALL OTHERS TO WHOM IT MAY CONCERN:

1. YOU ARE HEREBY NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a note and mortgage encumbering the following described real property in **Monroe** County, Florida, in Official Record Book 2127, Page 66.

**LOT 5, BLOCK 1, HARBOR ISLES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF , AS
RECORDED IN PLAT BOOK 4, PAGE 98 OF THE PUBLIC RECORDS OF MONROE COUNTY,
FLORIDA.**

-A/K/A 648 28TH ST., MARATHON, FL 33050

Including the buildings and appurtenances located thereon.

Dated this _____ day of SEP 0 1 2015, 20___.

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
Attorney for Plaintiff
6409 Congress Ave., Suite 100
Boca Raton, FL 33487
Telephone: 561-241-6901
Facsimile: 561-997-6909
Service Email: mail@rasflaw.com

By: Melissa Konick
FL Bar No. 17569
for Jonathan Meisels, Esquire
Florida Bar No. 29235
Communication Email: j.meisels@rasflaw.com

MONROE COUNTY
OFFICIAL RECORDS

IN THE FLORIDA COURT OF THE SIXTEENTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR MONROE COUNTY
GENERAL JURISDICTION DIVISION
CASE NO: 15-CA-000251-M

Doc# 2086920 08/09/2016 12:29PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 2086920
Bk# 2809 Pg# 2375

WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR ABFC 2005-OPT1 TRUST ABFC ASSET-BACKED CERTIFICATES SERIES 2005-OPT1,
Plaintiff,

vs.

MARJORIE ELIZABETH KEENEY A/K/A MARJORIE E. KEENEY; MONROE COUNTY, FLORIDA; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendant(s).

_____/

FILED FOR RECORD
2016 AUG -1 PM 12:44
CLK. CIR. CT.
MONROE COUNTY, FLA

FINAL JUDGMENT OF FORECLOSURE

This action was tried before the court at a Non-Jury Trial on July 22, 2016. On the evidence presented. **IT IS ADJUDGED** that Plaintiff's Final Judgment is **GRANTED** against all defendants listed by name: MARJORIE ELIZABETH KEENEY A/K/A MARJORIE E. KEENEY; MONROE COUNTY, FLORIDA;

1. **Amounts Due.** Plaintiff, WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR ABFC 2005-OPT1 TRUST ABFC ASSET-BACKED CERTIFICATES SERIES 2005-OPT1, whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, is due:

Principal	$224,631.67
Interest good thru date of Final Judgment July 22 2016	$12,616.94
Late Charges	$56.49
Escrow Bal/Adv.	$41,050.14
Title Charges	$400.00
Property Inspections	$389.25
Property Appraisals/BPO	$246.62
SUBTOTAL	**$279,391.11**

Attorneys' Fees:	
Finding as to reasonable number of hours: 41.5	
Finding as to reasonable hourly rate: $215.00	
Flat Fee: $2,800.00	
Attorneys' Fee Total:	$11,722.50
Court Costs, now taxed:	
Filing Fee:	$932.15
Service of Process:	$195.00
Lis Pendens:	$14.00
Other:	$480.00
Mediation Cost : $450.00	
Summons: $30.00	
SUBTOTAL	**$292,734.76**
TOTAL SUM	**$292,734.76**

That shall bear interest at a rate in accordance with section 55.03(3), Florida Statute

2. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Monroe County, Florida:

LOT 5, BLOCK 1, HARBOR ISLES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF , AS RECORDED IN PLAT BOOK 4, PAGE 98 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Property Address: 648 28TH ST., MARATHON, FL 33050

3. **Sale of Property.** If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on the 19 day of September, 20 16, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 500 WHITEHEAD STREET, KEY WEST, FL 33040 in Monroe County, Florida, in accordance with section 45.031, Florida Statutes (2013), using the following method:

☒ Front door, Lester Building beginning at 11:00 AM

4. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. **Distribution of Proceeds.** On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in

paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

6. **Right of Redemption/Right of Possession.** On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, and defendant(s) right of redemption as prescribed by section 45.0315, Florida Statues (2013) shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. **Attorneys' Fees.** The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of $2,800.00 is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. Furthermore, the Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that 41.5 hours were reasonably expended by Plaintiff's counsel and that and hourly rate of $215.00 is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reasons for either reduction or enhancement pursuant to *Florida Patient's Compensation Funds v. Rowe*, 472 So. 2d 1145 (Fla. 1985), and the Court therefore has awarded reasonable attorney's fees in the amount indicated in paragraph 1 of this Judgment.

8. **Jurisdiction Retained. Jurisdiction is reserved over this action to enforce the Final Judgment and to enter further orders that are proper including, without limitation, an award of attorney's fees and costs, a deficiency decree (if sought and appropriate), writs of possession, orders granting leave to file supplemental and/or amended pleadings to add additional parties, and orders resolving any disputes with respect to assessments and/or other amounts allegedly due associations.**

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 302 FLEMING STEET, KEY WEST, FL 33040, WITHIN 10 DAYS AFTER THE SALE TO

Doc# 2086920
Bk# 2809 Pg# 2377

SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF THE FLORIDA KEYS, 600 WHITE STREET, KEY WEST, FL 33040, 305-292-3566 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF THE FLORIDA KEYS FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED at MARATHON, MONROE COUNTY, FLORIDA this 1 day of August, 2016.

Doc# 2086920
Bk# 2809 Pg# 2378

HONORABLE RUTH BECKER
ACTING CIRCUIT COURT JUDGE

COPIES FURNISHED TO:

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
ATTORNEYS FOR PLAINTIFF
6409 CONGRESS AVE., SUITE 100
BOCA RATON, FL 33487
PRIMARY EMAIL: MAIL@RASFLAW.COM

MARJORIE ELIZABETH KEENEY A/K/A MARJORIE E. KEENEY
648 28TH ST.
MARATHON, FL 33050

MONROE COUNTY ATTORNEY'S OFFICE
PETER MORRIS
ATTORNEY FOR MONROE COUNTY, FLORIDA
1111 12TH STREET, SUITE 408
KEY WEST, FL 33040
PRIMARY EMAIL: MORRIS-PETER@MONROECOUNTY-FL.GOV
SECONDARY EMAILS: DASTUGUE-LAURIE@MONROECOUNTY-FL.GOV,CARNAGO-JACLYN@MONROECOUNTY-FL.GOV

8/1/16 CK

15-035268 - CaA

MONROE COUNTY
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

Doc# 2106737 01/13/2017 9:31AM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

CASE NO. 44-2015-CA-251-M

WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR ABFC 2005-OPT1 TRUST ABFC ASSET-BACKED CERTIFICATES SERIES 2005-OPT1
Plaintiff

VS.

MARJORIE ELIZABETH KEENEY A/K/A MARJORIE E. KEENEY, et al.
Defendant

FILED FOR RECORD
2017 JAN 11 AM 11: 32
CLERK CIRCUIT COURT

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he or she executed and filed a Certificate of Sale in this action December 20, 2016 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Monroe County, Florida: 01/13/2017 9:31AM
DEED DOC STAMP CL: Krys $0.70

SEE ATTACHED LEGAL DESCRIPTION

was sold to: *WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR ABFC 2005-OPT1 TRUST ABFC ASSET-BACKED CERTIFICATES SERIES 2005-OPT1*
C/O OCWEN LOAN SERVICING, LLC
1661 WORTHINGTON ROAD, SUITE 100
WEST PALM BEACH, FLORIDA 33409

Doc# 2106737
Bk# 2834 Pg# 1899

WITNESS MY HAND AND SEAL of this Court on January 11, 2017

Kevin Madok
Clerk of the Court

By: _____
Deputy Clerk

Bid Amount $100.00

Doc# 2106737
Bk# 2834 Pg# 1900

LOT 5, BLOCK 1, HARBOR ISLES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF , AS RECORDED IN PLAT BOOK 4, PAGE 98 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Property Address: 648 28TH ST., MARATHON, FL 33050

MONROE COUNTY
OFFICIAL RECORDS

RESOLUTION NO. ____ - 2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE WRITE-OFF OF A $45,000.00 SHIP SECOND MORTGAGE

WHEREAS, the Monroe County SHIP Program executed a SHIP Second Mortgage between the County and Marjorie E. Keeney in the amount of $45,000.00 on June 15, 2005, recorded on June 27, 2005, as Document #1524928, Book 2127, Page 77 of the public records of Monroe County, Florida, secured by the property located at Block 1, Lot 5, Harbor Isles, PB4-98, Key Vaca, Monroe County Florida; and

WHEREAS, the First Mortgagee (WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR ABFC 2005-OPTI TRUST ABFC ASSET-BACKED CERTIFICATES SERIES 2005-OPTI) filed a foreclosure action on September 1, 2015 as well as Notice of Lis Pendens on September 1, 2015, Document #2046241, Book 2761, Page 1439; and

WHEREAS, a Final Judgement of Foreclosure was Ordered on August 1, 2016, sale by auction was set for December 20, 2016 and the property was sold to the highest bidder on December 20, 2016; and

WHEREAS, the SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery; and

WHEREAS, the First Mortgagee took title to the property on December 20, 2016; Document 2106737, Book 2834, Page 1899; and

NOWTHEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Florida that the County hereby:

Authorizes the write-off of a SHIP Second Mortgage Loan in the amount of $45,000.00 formerly secured by the property located at Block 1, Lot 5, Harbor Isles, PB4-98, Key Vaca, Monroe County, Florida 33050.

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the ____ day of February 2024.

Mayor Holly Merrill Raschein _____
Commissioner James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

_____
Mayor Holly Merrill Raschein

MONROE COUNTY ATTORNEY'S OFFICE
Approved for form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

PREPARED BY/RETURN TO:
Monroe County SHIP Program
1100 Simonton St., Suite 1-196
Key West, FL 33040

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

RELEASE OF MORTGAGE OR LIEN

***Know All Men By These Presents**, that **Monroe County,** the owner(s) and holder(s) of a certain Mortgage Deed, executed on **June 15, 2005** by **Marjorie E. Keeney,** to Monroe County, Florida and recorded on **June 27, 2005, in Official Records Book 2127, Page 77, as Document #1524928** in the office of the Clerk of the Circuit Court of Monroe County, State of Florida, securing certain Note in the principal sum of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00)**, upon the property situate in said State and County described as follow, to-wit:*

Block 1, Lot 5, Harbor Isles, PB4-98, Key Vaca, Monroe County, Florida

*Which has the address of: **648 – 28th Street, Marathon, Florida 33050***
(herein the "Property Address:")

does hereby RELEASE and DISCHARGE said Note and Mortgage Deed and hereby direct KEVIN MADOK, CPA, the Clerk of the said Circuit Court, to cancel the same of record.

In Witness Whereof, Monroe County has caused this document to be executed as of this _____ day of _____ 2024.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Holly Merrill Raschein, Mayor

STATE OF FLORIDA
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____ 2024 by Holly Merrill Raschein, Mayor, known to me to be the person(s) described herein and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and who did not take an oath. Check one: ___ said person(s) is/are personally known to me. ___ said person(s) provided the following type of identification. _____.

Witness my hand and official seal in the County and State
Last aforesaid this ____ day of _____, 2024.

_____
Notary Signature:

_____
Printed Name

_____
Commission No:

_____
Commission Expires:

Monroe County Attorney's Office
Approved as to form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C23
2023-2124

BULK ITEM: Yes **DEPARTMENT:** Social Services

TIME APPROXIMATE: **STAFF CONTACT:** Sheryl Graham

AGENDA ITEM WORDING: Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Patrick and Yupha Kuhn, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure.

ITEM BACKGROUND:

Approval of a Resolution and Release of State Housing Initiatives Partnership (SHIP) Program Mortgage Lien executed by Patrick and Yupha Kuhn, to write-off a SHIP Second Mortgage in the amount of $45,000.00 due to foreclosure. The SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Recommend Approval

DOCUMENTATION:

KUHN LIS PENDENS #2 2017.pdf
KUHN CERTIFICATE OF SALE.pdf
KUHN CONSENT FINAL JUDGMENT OF FORECLOSURE.pdf
KUHN CERTIFICATE OF TITLE.pdf

KUHN LIS PENDENS #2 2017.pdf
KUHN_P__Y_FORECLOSURE_RESOLUTION_APPROVED_final.pdf
KUHN_P__Y_RELEASE_OF_MORTGAGE_APPROVED.pdf
KUHN SHIP REC MORTG.pdf

FINANCIAL IMPACT:
N/A

Doc# 2135494 08/17/2017 2:31PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

Doc# 2135494
Bk# 2869 Pg# 1303

NATIONSTAR MORTGAGE LLC,
Plaintiff,

vs.

PATRICK KUHN; YUPHA KUHN; MONROE COUNTY, FLORIDA; UNITED STATES OF AMERICA, ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT ; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.
_____/

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO. 44-2017-CA-000278-K

NOTICE OF LIS PENDENS

FILED FOR RECORD
2017 AUG 16 PM 12:40
CLK. CIR. CT.
MONROE COUNTY, FLA

TO: THE DEFENDANTS NAMED ABOVE AND ALL OTHERS TO WHOM IT MAY CONCERN:

1. YOU ARE HEREBY NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a note and mortgage encumbering the following described real property in **Monroe** County, Florida, in Official Records Book 2382, Page 1054.

LOT 28, BLOCK 21, EDEN PINES COLONY THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

-A/K/A 29257 OLEANDER DRIVE, BIG PINE KEY, FL 33043

Including the buildings and appurtenances located thereon.

Dated this 7 day of August, 2017.

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
Attorney for Plaintiff
6409 Congress Ave., Suite 100
Boca Raton, FL 33487
Telephone: 561-241-6901
Facsimile: 561-997-6909
Service Email: mail@rasflaw.com

Doc# 2135494
Bk# 2369 Pg# 1304

By: _____

[X] Timothy Scolaro, Esq., Florida Bar No. 104807, Email Address: tscolaro@rasflaw.com
[ ] Melissa Konick, Esq., Florida Bar No. 17569, Email Address: mkonick@rasflaw.com
[ ] Sean M. Swartz, Esq., Florida Bar No. 112209, Email Address: sswartz@rasflaw.com
[ ] Wendy Manswell, Esq., Florida Bar No. 12027, Email Address: wmanswell@rasflaw.com
[ ] Tiffanie Waldman, Esq., Florida Bar No. 86591, Email Address: twaldman@rasflaw.com
[ ] Can Guner, Esq., Florida Bar No. 20931, Email Address: cguner@rasflaw.com
[ ] Gweneth Brimm, Esq., Florida Bar No. 727601, Email Address: gbrimm@rasflaw.com
[ ] Olivia Soden, Esq., Florida Bar No. 97086, Email Address: osoden@rasflaw.com
[ ] Shannon Dobel, Esq., Florida Bar No. 126299, Email Address: sdobel@rasflaw.com

MONROE COUNTY
OFFICIAL RECORDS

Doc # 2234568 Bk# 2982 Pg# 708 Recorded 8/28/2019 at 1:26 PM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: $0.00

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO: 44-2017-CA-278-K

NATIONSTAR MORTGAGE LLC

PLAINTIFF

VS.

PATRICK KUHN AND YUPHA KUHN, et.al

Defendant

FILED FOR RECORD
2019 AUG 28 AM 11:08
CLK CIR CT
MONROE COUNTY, FLA

CERTIFICATE OF SALE

The undersigned Clerk of the Court certifies that Notice of Public Sale of the property described in the Final Judgment was published in the **KEY WEST CITIZEN** a newspaper circulated in Monroe County, Florida, in the manner shown by the Proof of Publication attached.

See attached Property Description

And on **August 23, 2019** the property was offered for public sale to the highest and best bidder for cash.

The highest and best bid received for the property was submitted by **NATIONSTAR MORTGAGE LLC** to whom the property was sold.

The proceeds of the sale are retained for distribution in accordance with the Final Judgment.

WITNESS MY HAND AND SEAL of this Court on **August 28, 2019**

KEVIN MADOK,
Clerk of the Court
By: JMcGlead

Bid: **$100.00**

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

LOT 28, BLOCK 21, EDEN PINES COLONY THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Property Address: 29257 OLEANDER DRIVE BIG PINE KEY, FL 33043

Filing # 94306205 E-Filed 08/16/2019 02:25:56 PM

KEY WEST THE CITIZEN

The Florida Keys Only Daily Newspaper, Est. 1876
PO Box 1800, Key West FL 33041
P: (305) 292-7777 ext. 219 F: (305) 295-8025
legals@keysnews.com

ROBERTSON, ANSCHUTZ & SCHNEID
6409 CONGRESS AVE STE 100
BOCA RATON FL 33487-2853

Account: 138434 Ticket: 304548

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

Before the undersigned authority personally appeared Misty Graves, who on oath says that he or she is an employee of the Key West Citizen, a daily newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of Czase No. 44-2017-CA-278-K was published in said newspaper in the issues of:

Thursday, August 8, 2019
Thursday, August 15, 2019

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida every day, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 7th day of August 2019

(Notary Public Signature)

Suelynn Stamper
(Notary Public Printed Name)

(Notary Seal) Suelynn Stamper COMMISSION # GG232802 EXPIRES: June 27, 2022 Bonded Thru Aaron Notary

My commission expires 6/27/22

Personally Known X Produced Identification ___

Type of Identification Produced ___

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY

NOTICE OF FORECLOSURE SALE BY CLERK OF THE CIRCUIT COURT

Notice is hereby given that the undersigned, Kevin Madok, Clerk of the Circuit Court of Monroe County, Florida, will, on the 23rdday of August, 2019, at 11o'clock a.m., at 500 Whitehead Street, Monroe County, in the City of Key West , Florida, offer for sale and sell at public outcry to the highest and best bidder for CASH the Following described property situated in Monroe County, Florida, to wit:

LOT 28, BLOCK 21, EDEN PINES COLONY THIRD ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.
Property Address: 29257 OLEANDER DRIVE BIG PINE KEY, FL 33043

Pursuant to ORDER ON PLAINTIFF'S MOTION RESCHEDULE FORECLOSURE SALE entered in a case pending in said Court, the 16TH day of JULY, 2019
Style of which is:

NATIONSTART MORTGAGE LLC
Plaintiff
VS.

PATRICK KUHN AND YUPHA KUHN, et.al
Defendant

And the Docket Number of which is Number 44-2017-CA-278-K

WITNESS my hand and the Official Seal of Said Court, this 19TH day of JULY,2019

KEVIN MADOK
Clerk of the Circuit Court
Monroe County, Florida
By: Shonta McLeod
Deputy Clerk

Florida Statute 45.031: Any person claiming as interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens must file a claim within 60 days after the sale.

8/8/2019 & 8/15/2019 Key West Citizen

Doc# 2197186 12/05/2018 3:59PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

Doc# 2197186
Bk# 2939 Pg# 557

IN THE FLORIDA COURT OF THE SIXTEENTH
JUDICIAL CIRCUIT OF FLORIDA I
N AND FOR MONROE COUNTY
GENERAL JURISDICTION DIVISION
CASE NO: 44-2017-CA-000278-K

NATIONSTAR MORTGAGE LLC,
Plaintiff,

vs.

PATRICK KUHN; YUPHA KUHN; MONROE COUNTY, FLORIDA; UNITED STATES OF AMERICA, ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendant(s).
_____/

FILED FOR RECORD
2018 NOV 19 PM 3:59
CLERK CIR.CT.
MONROE COUNTY, FL

CONSENT FINAL JUDGMENT OF FORECLOSURE

This action was tried before the court at a Non-Jury Trial on November 13, 2018. On the evidence presented. **IT IS ADJUDGED** that Plaintiff's Final Judgment is **GRANTED** against all defendants listed by name: PATRICK KUHN; YUPHA KUHN; MONROE COUNTY, FLORIDA; UNITED STATES OF AMERICA, ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT;

1. **Amounts Due.** Plaintiff, NATIONSTAR MORTGAGE LLC, whose address is c/o Nationstar Mortgage LLC d/b/a Mr. Cooper, 8950 Cypress Waters Blvd., Coppell, TX 75019, is due:

Principal	$146,518.48
Interest to date of this judgment: November 13, 2018	$13,186.53
Inspections	$404.50
Flood Insurance	$13,047.00
Hazard Insurance	$20,126.62
Taxes	$3,640.08
Legal Fees	$7,927.93
Filing Fees: $976.68	
Service of Process: $260.00	
Lis Pendens: $23.50	

DocH 2197186
BkH 2939 PgH 558

Telephonic Hearing: $60.00	
Title Charges: $400.00	
Attendance at Court: $250.00	
Paid Attorney Hourly Fees: $3,160.50	
Paid Flat Fee: $1,960.00	
Remaining Legal Fees: $837.25	
SUBTOTAL	$204,851.14
Attorneys' Fees:	
Finding as to reasonable number of hours: 32.20	
Finding as to reasonable hourly rate: $215.00	
Total Attorney Hourly Fees: $6,923.00	
Outstanding Attorney Hourly Fees: $3,762.50	
Total Flat Fee: $2,800.00	
Outstanding Flat Fee: $840.00	
Outstanding Attorneys' Fee Total:	$4,602.50
Court Costs, now taxed:	
Lis Pendens:	$2.00
SUBTOTAL	$209,455.64
TOTAL SUM	**$209,455.64**

That shall bear interest at a rate in accordance with section 55.03(3), Florida Statute

2. **Lien on Property.** Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in Monroe County, Florida:

LOT 28, BLOCK 21, EDEN PINES COLONY THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Property Address: 29257 OLEANDER DRIVE, BIG PINE KEY, FL 33043

3. **Sale of Property.** If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the property at public sale on the 23rd day of April, 2019, **(NO SOONER THAT 150-DAYS)** to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 302 FLEMING STREET, KEY WEST, FL 33040 in Monroe County, Florida, in accordance with section 45.031, Florida Statutes (2013), using the following method:

☒ 500 Whitehead Street, Key West FL 33040 beginning at 11:00 AM

4. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total

sum with interest and costs accruing subsequent to this judgment, or such part of it as is necessary to pay the bid in full.

5. **Distribution of Proceeds.** On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

6. **Right of Redemption/Right of Possession.** On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, and defendant(s) right of redemption as prescribed by section 45.0315, Florida Statues (2013) shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. **Attorneys' Fees.** The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of $2800.00 is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. Furthermore, the Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that 32.20 hours were reasonably expended by Plaintiff's counsel and that and hourly rate of $215.00 is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reasons for either reduction or enhancement pursuant to *Florida Patient's Compensation Funds v. Rowe*, 472 So. 2d 1145 (Fla. 1985), and the Court therefore has awarded reasonable attorney's fees in the amount indicated in paragraph 1 of this Judgment.

8. The United States of America shall have the right of redemption provided by 28 U.S.C. §2410(c) and, if it is the successful bidder at the foreclosure sale, it shall be allowed thirty (30) days to deliver a Treasury check to the Clerk of Court in payment of the amount of its bid. Further, the deposit required by Florida Statutes 45.021(2) shall be waived.

9. **Jurisdiction Retained. Jurisdiction is reserved over this action to enforce the Final Judgment and to enter further orders that are proper including, without limitation, an award of attorney's fees and costs, a deficiency decree (if sought and appropriate), writs of possession, orders granting leave to file supplemental and/or amended pleadings to add additional parties, and orders resolving any disputes with respect to assessments and/or other amounts allegedly due associations.**

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 302 FLEMING STEET, KEY WEST, FL 33040, WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF THE FLORIDA KEYS, 600 WHITE STREET, KEY WEST, FL 33040, 305-292-3566 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF THE FLORIDA KEYS FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ORDERED at KEY WEST, MONROE COUNTY, FLORIDA this 13th day of November, 2018.

HONORABLE PRESIDING JUDGE

COPIES FURNISHED TO:

✓ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
ATTORNEYS FOR PLAINTIFF
6409 CONGRESS AVE., SUITE 100
BOCA RATON, FL 33487
PRIMARY EMAIL: MAIL@RASFLAW.COM

17-001211 - TaM

PATRICK KUHN
29257 OLEANDER DRIVE
BIG PINE KEY, FL 33043

Doc# 2197186
Bk# 2939 Pg# 562

YUPHA KUHN
29257 OLEANDER DRIVE
BIG PINE KE, FL 33043

MONROE COUNTY ATTORNEY
PATRICIA A. EABLES
ATTORNEY FOR MONROE COUNTY, FLORIDA
C/O MONROE COUNTY ATTORNEY
1111 12TH STREET SUITE 408
KEY WEST, FL 33040
PRIMARY EMAIL: EABLES-PATRICIA@MONROECOUNTY-FL.GOV

UNITED STATES OF AMERICA, ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT
C/O US ATTORNEY OFFICE-SOUTHERN DISTRICT OF FLORIDA 99 NORTHEAST 4TH STREET,13TH FLOOR
MIAMI, FL 33132

MONROE COUNTY
OFFICIAL RECORDS

Doc # 2236041 Bk# 2984 Pg# 420 Recorded 9/10/2019 at 12:48 PM Pages 2
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
REC: $0.00 Deed Doc Stamp $0.70

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO. 44-2017-CA-000278-K

NATIONSTAR MORTGAGE LLC
Plaintiff

VS.

PATRICK KUHN AND YUPHA KUHN, et. al.
Defendant

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he or she executed and filed a Certificate of Sale in this action August 23, 2019 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Monroe County, Florida:

SEE ATTACHED LEGAL DESCRIPTION

was sold to: *NATIONSTAR MORTGAGE LLC*
C/O NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
8950 CYPRESS WATERS BLVD.,
COPPELL, TX 75019

FILED FOR RECORD
2019 SEP 10 AM 11:45
CLK. CIR. CT.
MONROE COUNTY, FLA

WITNESS MY HAND AND SEAL of this Court on September 10, 2019

KEVIN MADOK,
Clerk of the Court

By: _____
Deputy Clerk

Bid Amount $100.00

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

LOT 28, BLOCK 21, EDEN PINES COLONY THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

Property Address: 29257 OLEANDER DRIVE BIG PINE KEY, FL 33043

Doc# 2135494 08/17/2017 2:31PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

Doc# 2135494
Bk# 2869 Pg# 1303

NATIONSTAR MORTGAGE LLC,
Plaintiff,

vs.

PATRICK KUHN; YUPHA KUHN; MONROE COUNTY, FLORIDA; UNITED STATES OF AMERICA, ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT ; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.
_____/

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO. 44-2017-CA-000278-K

NOTICE OF LIS PENDENS

FILED FOR RECORD
2017 AUG 16 PM 12:40
CLK. CIR. CT.
MONROE COUNTY, FLA

TO: THE DEFENDANTS NAMED ABOVE AND ALL OTHERS TO WHOM IT MAY CONCERN:

17-001211

1. YOU ARE HEREBY NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a note and mortgage encumbering the following described real property in **Monroe** County, Florida, in Official Records Book 2382, Page 1054.

LOT 28, BLOCK 21, EDEN PINES COLONY THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 59, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

-A/K/A 29257 OLEANDER DRIVE, BIG PINE KEY, FL 33043

Including the buildings and appurtenances located thereon.

Dated this 7 day of August, 2017.

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
Attorney for Plaintiff
6409 Congress Ave., Suite 100
Boca Raton, FL 33487
Telephone: 561-241-6901
Facsimile: 561-997-6909
Service Email: mail@rasflaw.com

Doc# 2135494
Bk# 2369 Pg# 1304

By: _____

[X] Timothy Scolaro, Esq., Florida Bar No. 104807, Email Address: tscolaro@rasflaw.com
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MONROE COUNTY
OFFICIAL RECORDS

RESOLUTION NO. ____ - 2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE WRITE-OFF OF A $45,000.00 SHIP SECOND MORTGAGE

WHEREAS, the Monroe County SHIP Program executed a SHIP Second Mortgage between the County and Patrick and Yupha Kuhn in the amount of $45,000.00 on SEPTEMBER 26, 2008, recorded on SEPTEMBER 30, 2008, as Document #1713717, Book 2382, Page 1064 of the public records of Monroe County, Florida, secured by the property located at Lot 28, Block 21, Eden Pines Colony, Third Addition, according to the Plat thereof as recorded in Plat Book 5, Page 59, 29527 Oleander, Big Pine Key, Florida 33043; and

WHEREAS, the First Mortgagee (NATIONSTAR MORTGAGE LLC) filed a foreclosure action on AUGUST 7, 2017, as well as a Notice of Lis Pendens on AUGUST 7, 2017, Document #2135494, Book 2869, Page 1303; and

WHEREAS, A Final Judgement of Foreclosure was Ordered on NOVEMBER 13, 2018, sale by auction was set for NOVEMBER 13, 2018 and the property was sold to the highest bidder on NOVEMBER 13, 2018

WHEREAS, the SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery; and

WHEREAS, the First Mortgagee took title to the property on AUGUST 23, 2019, Document 2236041, Book 2984, Page 420; and

NOWTHEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Florida that the County hereby:

Authorizes the write-off of a SHIP Second Mortgage Loan in the amount of $45,000.00 formerly secured by the property located at Lot 28, Block 21, Eden Pines Colony, Third Addition, according to the Plat thereof as recorded in Plat Book 5, Page 59 of the Public Records of Monroe County, Florida, 29527 Oleander, Big Pine Key, Florida 33043.

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the ____ day of _____ 2024.

Mayor Holly Merrill Raschein _____
Commissioner James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
Mayor Holly Merrill Raschein

MONROE COUNTY ATTORNEY'S OFFICE
Approved for form and legal sufficiency
_____
Christina Cory, Assistant County Attorney

PREPARED BY/RETURN TO:
Monroe County SHIP Program
1100 Simonton St., Suite 1-196
Key West, FL 33040

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

RELEASE OF MORTGAGE OR LIEN

***Know All Men By These Presents**, that **Monroe County,** the owner(s) and holder(s) of a certain Mortgage Deed, executed on **SEPTEMBER 26, 2008** by **PATRICK AND YUPHA KUHN**, to Monroe County, Florida and recorded on **SEPTEMBER 30, 2008, in Official Records Book 2382, Page 1064, as Document #1713717** in the office of the Clerk of the Circuit Court of Monroe County, State of Florida, securing certain Note in the principal sum of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00)**, upon the property situate in said State and County described as follow, to-wit:*

Lot 28, Block 21, Eden pine Colony, Third Addition, according to the Plat thereof as recorded in Plat Book 5, Page 59 of the Public Records of Monroe County, Florida

*Which has the address of: **29527 Oleander, Big Pine Key, Florida 33043***
(herein the "Property Address:")

does hereby RELEASE and DISCHARGE said Note and Mortgage Deed and hereby direct KEVIN MADOK, CPA, the Clerk of the said Circuit Court, to cancel the same of record.

In Witness Whereof, Monroe County has caused this document to be executed as of this _____ day of _____ 2024.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Holly Merrill Raschein, Mayor

STATE OF FLORIDA
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____ 2024 by Holly Merrill Raschein, Mayor, known to me to be the person(s) described herein and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and who did not take an oath. Check one: ___ said person(s) is/are personally known to me. ___ said person(s) provided the following type of identification. _____.

Witness my hand and official seal in the County and State
Last aforesaid this ____ day of _____, 2024.

_____
Notary Signature:

_____
Printed Name

_____
Commission No:

_____
Commission Expires:

Monroe County Attorney's Office
Approved as to form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

Doc# 1713717 09/30/2008 3:17PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This instrument was prepared by:
The Monroe County SHIP Program
c/o the Monroe County Housing Authority
1400 Kennedy Drive
Key West, FL 33040

09/30/2008 3:17PM
MORTGAGE DOC STAMP CL: RS $157.50

Doc# 1713717
Bk# 2382 Pg# 1064

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUTE 420.513

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

(Due on Sale, Refinancing or Rental)

COUNTY OF MONROE
SHIP HOMEBUYER ASSISTANCE LOAN

This second mortgage is made this 26 **day of September, 2008**, between the Mortgagor, **PATRICK & YUPHA KUHN, husband and wife,** (herein the "Borrower,") and the Mortgagee, the **COUNTY OF MONROE**, a political sub-division of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 (herein the "Lender.")

WHEREAS, the Borrower has applied to **MARINE BANK** ("Participant") for a loan for the purchase of the Property (as defined herein,) which Mortgage Loan shall be secured by a First Mortgage lien (the "First Mortgage") in favor of Participant. The Borrower has applied to the Monroe County State Housing Initiatives Program (SHIP) (the "Lender") for a Homebuyer Assistance Program Loan in the original principal amount of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** the "Loan" which Mortgage Loan shall be secured by a Second Mortgage lien (the "Second Mortgage) in favor of the Lender. The Borrower along with his/her/their family, intends to reside as a household in the Property (as defined herein,) which Property is a single-family residence, and

WHEREAS, the Borrower is indebted to Lender in the principal sum of **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **September** 26 **, 2008** and extensions and renewals thereof (herein "Note,") providing for payment of principal indebtedness if not sooner paid, due and payable on **September** 26 **, 2038**.

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note: the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage: and the performance of the covenants and agreements of the Borrower herein contained the Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Monroe, State of Florida:

Lot 28, Block 21, EDEN PINES COLONY THIRD ADDITION, according to the Plat thereof as recorded in Plat Book 5, Page 59 of the Public Records of Monroe County, Florida

Which has the address of: **29527 Oleander, Big Pine Key, Florida 33043**

(herein the "Property Address:")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of Participant, and for other encumbrances of record. Borrower covenants, represents and warrants to the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. **Payment.** The Borrower shall promptly pay when due the indebtedness evidenced by the **Note attached as Exhibit A.**

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Hazard Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the Lender may require and in such amounts and for such period as the Lender may require.

   The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

   In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

   If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (31) days from the date notice mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Lender's Security.** If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects the Lender's interest in the Property. Then the Lender, at the Lender's option upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property.

Any amounts disbursed by the Lender pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Lender to incur any expense or take any action hereunder.

6. **Inspection.** The Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor to the Lender's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of any mortgage, deed of trust or to the security agreement with a lien that has priority over this Mortgage.

8. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in a manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns for the Lender and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice of the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender and/or the Federal National Mortgage Association ("Fannie Mae") shall be given by certified or registered mail, postage prepaid, and if to the Lender at the Lender's address stated on page 1 hereof with a copy to Servicer, if to Fannie Mae, addressed to 950 East Paces Ferry Road, Atlanta, Georgia 31326, Attention: Loan Administration, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

11. **Governing Law; Severability; Costs.** This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict provision, and to this and the provisions of this Mortgage or the Note that can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to

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the extent not prohibited by applicable law or limited herein.

12. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement that Borrower enters into with the Participant, the Lender, at the Lender's option, may require Borrower to execute and deliver to the Lender, in a form acceptable to the Lender, as assignment of any rights, claims or defenses that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

15. **Acceleration:** Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

16. **Remedies:** Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a SHIP Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to taking any defaults action including acceleration of this Mortgage, the Lender shall give notice to the Senior Lien Holder and to the Borrower as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable; (2) the action required to cure such breach; (3) a date, not less than ten (10) days form the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defensive of Borrower to acceleration and foreclosure. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

17. **Borrower's Right to Reinstate.** Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums that would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

    Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

21. **Special SHIP Program Covenants, Representations.** The Borrower covenants, represents, and warrants to the Lender that; (a) the Borrower along with his/her/their/ family, intends to reside as a household in the Property; (b) the Property is a single-family residence; (c) the Borrower's total annual family income at the time of its application for the Loan did not exceed the income limit by family size for eligibility to participate in the SHIP Program, (d) at least three percent (3%) of the required down payment must be paid by the Borrower from his or her own resources.

22. **Principal Payment.** Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this Mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest not to exceed the original First Mortgage principal and interest payment and such payment of principal and interest when combined with real-estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

Doc# 1713717
Bk# 2382 Pg# 1068

Signed, sealed, and delivered in the presence of:

Witness Signature
Printed Name: DEREK NORMAN

Borrower Signature
Printed Name: Patrick Kuhn

Witness Signature
Printed Name: RICHARD J. FIELDER

Borrower Signature
Printed Name: Yupha Kuhn

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing was acknowledged before me this 26th day of September, 2008 by PATRICK KUHN & YUPHA KUHN, who is personally known to me or who has produced a valid driver license as identification and who did not take an oath.

SEAL

RICHARD J. FIELDER MY COMMISSION EXPIRES June 11, 2009 #DD 395792 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Name: _____

Commission Number: _____

My Commission Expires: _____

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUTE 420.513

Doc# 1713717
Bk# 2382 Pg# 1069

This instrument was prepared by:
Monroe County SHIP Program
c/o the Monroe Housing Authority
1400 Kennedy Drive
Key West, FL 33040

Doc# 1713717
Bk# 2382 Pg# 1070

THIS PROMISSORY NOTE IS GIVEN TO MONROE COUNTY AND IS EXEMPT FROM TAXATION PURSUANT TO FLORIDA STATUTE 199.183

PROMISSORY NOTE
COUNTY OF MONROE
SHIP HOMEBUYER ASSISTANCE LOAN

Date: September 26, 2008 City: Big Pine Key State: Florida

Name: **PATRICK & YUPHA KUHN**
Property Address: **29527 Oleander, Big Pine Key, FL 33043**

1. BORROWER'S PROMISE TO PAY
I, **PATRICK & YUPHA KUHN, husband and wife,** promise to pay **FORTY FIVE THOUSAND DOLLARS AND NO CENTS *($45,000.00)*** (this amount will be called "principal") to the order of the COUNTY OF MONROE, a political sub-division of the Sate of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 (the "Lender,") or to any other holder of this Note. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST
Interest on this Note shall be zero percent (0%) per annum; except that if I fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I pay it in full.

3. PAYMENTS
Principal payments shall be deferred for the term of the first mortgage loan or until **September 26, 2037.** My total payment on the aforementioned date shall be **FORTY FIVE THOUSAND DOLLARS AND NO CENTS *($45,000.00).*** In the event that I make payment in full on this loan at any time before it is due, rent my home, refinance or satisfy the first mortgage loan, sell or transfer the property, I agree to pay immediately the entire sum due under this Note plus fifty percent (50%) of the appreciated value of the property. The appreciated value is defined as the difference between the contract sales price and the contract purchase price, less the value of the seller's real estate sales commission and less the value of any lawfully permitted improvements. I will make my payment at Lender's address as stated in Section I above or at a different place if required by the Note Holder.

4. BORROWER'S PAYMENT BEFORE THEY ARE DUE
I have the right to make payment in full on this Note at any time before it is due. Such payment is known as a "full payment." No partial prepayments can be made at any time on the principal of the loan. When I make full prepayment, I will tell the Note Holder in a letter that I am doing so. Full payments to this Note are subject to the conditions as described in Item 3 Payments, shared appreciation clause.

5. BORROWER'S FAILURE TO PAY AS REQUIRED
(A) Default
If I do not pay the full amount as required in Section 3 above, I will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me to pay Holder's cost and expenses as described in (B) below.

(B) Payment of Note Holder's Costs and Expenses
If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its cost and expenses, including but not limited to reasonable attorney's fees.

6. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Second Mortgage, dated **September** 29, ***2008*** protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Second Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

7. BORROWER'S WAIVER

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amount due (known as "presentment"); (B) to give notice that amounts have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest.") Any co-signer, guarantor, surety or endorser who agrees to keep the promises I have made in this Note by signing this Note or by executing a separate agreement to make payments to the Note Holder if I fail to keep my promises under this Note also waives these rights.

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me at the Property address above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. PRINCIPAL PAYMENT

Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest payment and such payment of principal and interest when combined with real estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

NOTICE TO BORROWER
DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Patrick Kelly — Borrower — Date 9/26/08

Gayle Kelly — Borrower — Date 9/26/08

(SIGN ORIGINAL ONLY)

THIS PROMISSORY NOTE IS GIVEN TO MONROE COUNTY AND IS EXEMPT FROM TAXATION PURSUANT TO FLORIDA STATUTE 199.183

MONROE COUNTY
OFFICIAL RECORDS

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C24
2023-2139

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
N/A

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of the Fiscal Year 2025 Budget Timetable.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FY2025 Proposed Budget Calendar.pdf

FINANCIAL IMPACT:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET CALENDAR, FISCAL YEAR 2025
Proposed Timetable

Date 2024,	Day	RESPONSIBLE PARTY	REQUIRED ACTIVITY	REQUIREMENT REFERENCE
February 21,	Wednesday	Board of County Commissioners	Approval of the FY 2025 Budget Timetable. **Regular** BOCC meeting Key West	
April 15,	Monday	Senior Management Team, TDC Executive Director	OMB deadline for submission- budget requests for all Internal Service Funds, Capital and departments including TDC, GAL and Medical Examiner.	
May 10,	Friday	TDC Executive Director, State Attorney, Housing Authority, Judicial, and Health Department	Deadline for other agencies budgets to OMB.	
On or before June 1,	Saturday	Constitutional Officers	Submission of budget requests to the County Administrator.	Section 129.03(2) Florida Statutes
June 10-13,	Monday-Thursday	Human Service Advisory Board	This is the last date to receive input from the Human Service Advisory Board.	
June 25-June 28,	Tuesday-Friday		FAC 2024 Annual Conference & Exposition	
July 1,	Monday	Property Appraiser	The Property Appraiser certifies, to each taxing authority, the taxable value within the jurisdiction of the taxing authority on Form DR-420.	Section 129.03(1) Florida Statutes
July 1-31		Board of County Commissioners	The Board of County Commissioners' (BOCC) Budget Officer delivers a tentative budget to the board. No meeting required.	Section 129.03(3) Florida Statutes
July 12-15,	Friday-Monday		National Association of Counties (Naco) Annual Conference www.naco.org	
July 18,	Thursday	Board of County Commissioners	Special Meeting for discussion of Budget. Announcement of Proposed Millage Rates and selection of dates, times and places for public hearings. Approval to advise the Property Appraiser of proposed millage rates.10 A.M. Marathon	Sections 129.03(3)(a) and 200.065(2)(b) Florida Statutes
August 4,	Sunday	Office of Management and Budget	Last day to advise the Property Appraiser of the Proposed Millage Rates, current year rolled-back rate and the date, times and place of the Tentative Budget Hearing. Certifies the completed DR-420, DR-420MMP and any additional forms and returns to the Property Appraiser.	Section 200.065(2)(b) Florida Statutes
No later than August 24,	Saturday	Property Appraiser	Property Appraiser mails out the Notice of Proposed Property Taxes to each taxpayer listed on the current year assessment roll. (TRIM Notices)	Sections 200.065(2)(b) and 200.069 Florida Statutes
September 4,	Wednesday	Board of County Commissioners	First Public Hearing Adoption of Tentative Budget and Millage Rate 5:05 P.M. Key West	Sections 129.03(3)(c), 200.065(2c) and 200.065(2)(e), Florida Statutes
September 7,	Saturday	Office of Management and Budget	Budget Ad to be published in newspaper for final budget hearing.	Section 200.065(2)(d), Florida Statutes
September 11,	Wednesday	Board of County Commissioners	Final Public Hearing (Regular BOCC meeting day) Adoption of Final Budget and Millage Rate 5:05 P.M. Key Largo	Sections 129.03(3)(c), 200.065(2)(d) and 200.065(2)(e), Florida Statutes
Following final budget adoption		Board of County Commissioners	Notify the Sheriff, in writing, of the specific action taken on the proposed fiscal year 2024-2025 budget appropriations of the Sheriff.	Section 30.49(4), Florida Statutes
September 14,	Saturday	Office of Management and Budget	Within 3 days of Final Hearing, the Resolution adopting final millage and budget to Property Appraiser, Tax Collector and the Dept. of Revenue.	FL Administrative Code 12D-17.003(f)
October 11,	Friday	Office of Management and Budget	Within 30 days of adoption of final millage and budget, submit TRIM package (DR-487) to Dept. of Revenue. Certify final millages to Property Appraiser via DR-422 and DR-422DEBT (if any debt). Post summary budget on website.	Section 129.03(3) Florida Statutes FL Administrative Code 12D-17.003(h)

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C25
2023-2140

BULK ITEM: Yes **DEPARTMENT:** Budget and Finance

TIME APPROXIMATE: **STAFF CONTACT:** John Quinn

AGENDA ITEM WORDING: Approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue.

ITEM BACKGROUND:
SEE ATTACHED ITEMS

PREVIOUS RELEVANT BOCC ACTION:
SEE ATTACHED ITEMS

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Items 1-24.pdf
February 21st Schedule.pdf

FINANCIAL IMPACT:

OMB Schedule Item Number 1

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#157 - Boating Improvement Fund**
Cost Center:	**#62520 - Boating Improvement**
Function:	**5300**
Activity:	**5370**
Offcl/Division:	**1015**

Revenue:						
157	**-**	**-**	**334300**	**RC_00056**	**State Grants - Physical Environment**	**$98,000.00**
Total Revenue:						**$98,000.00**
Appropriations:						
157	**62520**	**530310**	**SC_00036**		**Other Contractual Services**	**$98,000.00**
Total Appropriations:						**$98,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#101- Fine & Forfeiture Fund**	
From:	**101-5100-85503-590990-SC_00125**	**Reserve For Contingencies**
Cost Center:	**#85503 - Reserves 101**	
Amount:	**$237,588.40**	
To:	**101-5190-04538-53490-SC_00071**	**Miscellanous Expenses**
Cost Center:	**#04538 - Tax Increment Payment**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

OMB Schedule Item Number 3

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#117 - TDC District 1, 3 Cent**	
From:	**117-5590-77040-530460-SC_00062**	**Repair and Maintenance**
Cost Center:	**#77040 - TDC Bricks and Mortar**	
Amount:	**$925,077.00**	
To:	**117-5590-77042-530310-SC_00039**	**Resources**
Cost Center:	**#77042 - DAC I Capital Projects**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#118 - TDC District 2, 3 Cent**	
From:	**118-5590-78041-530460-SC_00062**	**Repair and Maintenance**
Cost Center:	**#78041 - Coral Restoration**	
Amount:	**$16,950.00**	
To:	**118-5590-78040-530310-SC_00039**	**Resources**
Cost Center:	**#78040 - TDC Bricks and Mortar-118**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#119 - TDC District 3, 3 Cent**	
From:	**119-5590-79042-530460-SC_00062**	**Repair and Maintenance**
Cost Center:	**#79042 - Not For Profit and Municipality Projects**	
Amount:	**$63,095.00**	
To:	**119-5590-79040-530310-SC_00039**	**Resources**
Cost Center:	**#79040 - TDC Bricks and Mortar**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#120 - TDC District 4, 3 Cent**	
From:	**120-5590-70041-530460-SC_00062**	**Repair and Maintenance**
Cost Center:	**#70041 - Not For Profit and Municipality Projects - Fund 120**	
Amount:	**$12,000.00**	
To:	**120-5590-70040-530310-SC_00039**	**Resources**
Cost Center:	**#70040 - Bricks and Mortar-120**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#121 - TDC District 5, 3 Cent**	
From:	**121-5590-71040-530310-SC_00039**	**Repair and Maintenance**
Cost Center:	**#71040 - TDC Bricks & Mortar**	
Amount:	**$170,707.00**	
To:	**121-5590-71041-530310-SC_00039**	**Resources**
Cost Center:	**#71041 - DAC V Capital Projects**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#001 - General Fund**
Cost Center:	**#06502 - Employee Interchange Agreement**
Function:	**5100 - General Government**
Activity:	**5190 - Other General Government**
Offcl/Division:	**1011 - Employee Services**
Department:	**Employee Services**

Revenue:								
001	**-**	**06502**	**-**	**369000**	**-**	**RC_00329**	**- Misc. Other Reimbursement**	**$57,817.69**
Total Revenue:								**$57,817.69**
Appropriations:								
001	**-**	**06502**	**-**	**510000**	**-**	**SC_00016**	**- Regular Salaries**	**$38,153.85**
001	**-**	**06502**	**-**	**510210**	**-**	**SC_00019**	**- Payroll Taxes**	**$2,918.77**
001	**-**	**06502**	**-**	**510210**	**-**	**SC_00020**	**- Health Insurance**	**$2,296.33**
001	**-**	**06502**	**-**	**510220**	**-**	**SC_00023**	**- Retirement Contributions**	**$4,391.51**
001	**-**	**06502**	**-**	**510220**	**-**	**SC_00026**	**- Workers Compensation**	**$57.23**
001	**-**	**06502**	**-**	**530400**	**-**	**SC_00400**	**- Travel and Per Diem**	**$10,000.00**
Total Appropriations:								**$57,817.69**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

OMB Schedule Item Number 9

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#403 Marathon Airport**	**Financial Project: 43868029401**
Cost Center:	**#635114 - MTH Environmental Assessment-G1V30**	**FDOT PTGA# G1V30-Amendment# 3 $428,000.00**
Project:	**# MTH Environmental Assessment-G1V30**	
Function:	**#5400-Transportation**	
Activity:	**#5420-Airports**	
Offcl/Divisio	**#1018 Airports**	

Revenue:			
403 - 635114 -	**334400 - RC_00058**	**State Grants-Transportation**	**$428,000.00**
Total Revenue:			**$428,000.00**
Appropriations:			
403 - 635114	**530310 - SC_00038**	**Professional Services**	**$428,000.00**
Total Appropriations:			**$428,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor Pro Tem James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Item #9 Unant Fund 403 635114 MTH Environmental Assessment FDOT#G1V30-Amendment 3

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#404 Key West international Airport**	**Financial Project: 43866629401**
Cost Center:	**#630208 - EYW Essential Airport Equipment**	**FDOT PTGA# G1V31 Amendment#4 $250,000.00**
Project:	**#GAKD150 - EYW Essential Airport Equipment**	
Function:	**#5400 - Transportation**	
Activity:	**#5420 - Airports**	
Offcl/Division:	**#1018 - Airports**	

Revenue:						
404	**630208**	**334400**	**RC_00057**	**GAKD150**	**State Grants-Transportation**	**$250,000.00**
Total Revenue:						**$250,000.00**
Appropriations:						
404	**630208**	**560600**	**SC_00102**	**GAKD150**	**Capital Outlay-Equipment**	**$250,000.00**
Total Appropriations:						**$250,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor Pro Tem James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Item #10 Unant Fund 404 630208 EYW Essential Airport Equipment FDOT APTGA# G1V31 Amend#4

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#404 - Key West International Airport**	
Function:	**#5400 - Transportation**	
Activity:	**#5420 - Airports**	
From:	**404-5420-63002-560600-SC_00101**	**Capital Outlay-Buildings**
Cost Center:	**#63002 Key West Airport R & R**	
Amount:	**$250,000.00**	
To:	**404-5420-630208-560600-SC_00102**	**Capital Outlay-Equipment**
Cost Center:	**#630208 EYW Airport Essential Airport Equipment-G1V31**	
From:	**404-5420-63002-560600-SC_00101**	**Capital Outlay-Buildings**
Cost Center:	**#63002 Key West Airport R & R**	
Amount:	**$350,000.00**	
To:	**404-5420-630203-530310-SC_00038**	**Professional Services**
Cost Center:	**#630203 EYW Planning Studies-G1Q04**	
From:	**404-5420-63002-560600-SC_00101**	**Capital Outlay-Buildings**
Cost Center:	**#63002 Key West Airport R & R**	
Amount:	**$600,000.00**	
To:	**404-5420-630224-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#630224 EYW Airport Airfield Improvements-G2E62**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor Pro Tem James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Item 11 Trnsf fund 404 63002 to 630208 (G1V31), 630203 (G1Q04), 630224 (G2E62) additional grant match

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#131- Impact Fees Parks & Recreation**	
From:	**131-5720-29503-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#29503 - District 3 Parks & Recreation Projects**	
Amount:	**$74,621.00**	
To:	**131-5720-29523-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#29523 - Key Largo Pickleball**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund: **#125 - Governmental Grants Fund**
Cost Center: **#0459110 - Hurricane Irma**

Revenue:	
125 - 0459110 - 331300 - RC_00043 - Federal Grants Physical Environment	**$6,553.93**
Total Revenue:	**$6,553.93**
Appropriations:	
125 - 0459110 - 530520 - SC_00083 - Operating Supplies	**$5,502.30**
125 - 0459110 - 530460 - SC_00062 - Repairs and Maintenance	**$1,051.63**
Total Appropriations:	**$6,553.93**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund: **#125 - Governmental Grants Fund**
Cost Center: **#0459110 - Hurricane Irma**

Revenue:	
125 - 0459110 - 331300 - RC_00043 - Federal Grants Physical Environment	**$46,716.30**
125 - 0459110 - 334300 - RC_00053 - State Grants Physical Environment	**$2,595.35**
Total Revenue:	**$49,311.65**
Appropriations:	
125 - 0459110 - 530520 - SC_00083 - Operating Supplies	**$45,421.40**
125 - 0459110 - 530460 - SC_00062 - Repair and Maintenance	**$3,890.25**
Total Appropriations:	**$49,311.65**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

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As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#414 - MSD Solid Waste**
Cost Center:	**#40003 - Hurricane Irma-Solid Waste**
Function:	**5300**
Activity:	**5340**
Offcl/Division:	**1013**

Revenue:	
414 - 40003 - 331300 - RC_00043 - Federal Grants Physical Environment	**$5,231.63**
414 - 40003 - 334300 - RC_00053 - State Grants Physical Environment	**$290.64**
Total Revenue:	**$5,522.27**
Appropriations:	
414 - 40003 - 530310 - SC_00036 - Other Contractual Services	**$5,522.27**
Total Appropriations:	**$5,522.27**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund: **#158 - Miscellaneous Special Revenue**
Cost Center: **#62040 - Smatlak Trust**

Revenue:	
158 - 62040 - 366000 - RC_00317 - Donations Library Key West	**$110,250.00**
Total Revenue:	**$110,250.00**
Appropriations:	
158 - 62040 - 530310 - SC_00036 - Other Contractual Services	**$110,250.00**
Total Appropriations:	**$110,250.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#158 - Miscellaneous Special Revenue Fund**	**Contract:**	**ILA's**
Cost Center:	**#06048 - Municipality Mobile LiDAR Services**	**Project Mgr:**	**Rhonda Haag**
Project:	**Municipality Road Vulnerability Analysis**	**Department:**	**Sustainability**
Function:	**#5300 - Physical Environment**		
Activity:	**#5390 - Other Physical Environment**		
Offcl/Divisior	**#1010 - County Administrator**		

Revenue:						
158	**06048**	**133000**	**RC_00635**	**Due From Other Governments**		**$942,257.88**
Total Revenue:						**$942,257.88**
Appropriations:						
158	**06048**	**530310**	**SC_00036**	**Other Contractual Services**		**$942,257.88**
Total Appropriations:						**$942,257.88**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor Pro Tem James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Item 17 Unant Fund 158 06048 Municipality Mobile LIDAR Services

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Fund Type Grants**	**FWC Contract:**	**13101**
Cost Center:	**#52032 - Exotic Plnt Rmvl Maint FK-182**	**Task Assignment:**	**FK-182**
Function:	**5300 - Physical Environment**	**Grant Period:**	**07/19/23-07/29/24**
Activity:	**5370 - Conservative Resource Mgmt**		
Offcl/Division:	**1015 - Growth Management**		
Grant Manager:	**Beth Bergh**		

Revenue:		
125 - 52032 - 334300 - RC_00055	**- State Grants - Physical Environment**	**$150,000.00**
125 - 52032 - 381000 - RT_00014	**- F_160 to F_125**	**$25,000.00**
Total Revenue:		**$175,000.00**
Appropriations:		
125 - 52032 - 530310 - SC_00036	**- Other Contractual Services**	**$175,000.00**
Total Appropriations:		**$175,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
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Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#160 - Environmental Restoration**	
From:	**160-5130-85556-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85556 - Reserves 160**	
Amount:	**$25,000.00**	
To:	**160-5810-86544-581000-ST_00014**	**F_160 to F_125**
Cost Center:	**#86544 - Budgeted Transfers 160**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
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Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Government Grants Fund**	**FWC Contract:**	**24003**
Cost Center:	**#62659 - Derelict Vessel Removal FY24 (5)**	**CSFA:**	**77.005**
Function:	**#5300 - Physical Environment**	**Grant Period:**	**Execution - 06/06/2024**
Activity:	**#5370 - Conservation Resource Mgmt**		
Offcl/Division:	**#1015 - Growth Management**		
Grant Manager:	**Brittany Burtner**		
Department:	**Planning & Environmental Resources**		

Revenue:	
125 - 62659 - 334300 - RC_00056 - State Grants Physical Environment	**$115,150.00**
Total Revenue:	**$115,150.00**
Appropriations:	
125 - 62659 - 530310 - SC_00036 - Other Contractual Services	**$115,150.00**
Total Appropriations:	**$115,150.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

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BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 Government Fund Type Grants**		
Cost Center:	**#05043 - Florida Keys Coastal Storm Risk Management Feasibility Study**	**Funding - Energy and Water Development and Related Agencies Appropriations Act, 2023, Public Law 117-328**	
Function:	**#5300 - Physical Enviornment**		
Activity:	**#5390 - Other Physical Environment**	**Project #:**	**N/A**
Offcl/Division:	**#1010 - County Administrator**	**CFDA #:**	**N/A**

Revenue:	
125 - 05043 - 331300 - RC_00036 - Fed Grant - Physical Environment	**$513,000.00**
Total Revenue:	**$513,000.00**
Appropriations:	
125 - 05043 - 530310 - SC_00036 - Other Contractual Services	**$513,000.00**
Total Appropriations:	**$513,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor Pro Tem James K. Scholl _____
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Commissioner Michelle Lincoln _____
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BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

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As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**Contract Period:**	**10/01/23-09/30/24**
Cost Center:	**#6156123 - Older Americans Act C1**	**Contract:**	**RP 2129.3**
Function:	**5600 - Human Services**	**CFDA:**	**93.045**
Activity:	**5640 - Public Assistance**	**Amendment:**	**#001**
Offcl/Division:	**1016 - Community Services**		
Grant Manager:	**Kim Wilkes**		
Department:	**Social Services**		

Revenue:							
125	**6156123**	**331600**	**RC_00044**		**Federal Grants - Other Human Svcs**		**$150,000.00**
125	**6156123**	**381000**	**RT_00001**		**F_001 to F_125**		**$16,666.66**
Total Revenue:							**$166,666.66**
Appropriations:							
125	**6156123**	**510000**	**SC_00016**		**Salaries & Wages**		**$50,000.00**
125	**6156123**	**510210**	**SC_00019**		**Payroll Taxes**		**$8,333.33**
125	**6156123**	**510220**	**SC_00023**		**Retirement**		**$8,333.33**
125	**6156123**	**530490**	**SC_00070**		**Food & Dietary**		**$100,000.00**
Total Appropriations:							**$166,666.66**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
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BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

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Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

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As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**Contract Period:**	**10/01/23-09/30/24**
Cost Center:	**#6156223 - Older Americans Act C2**	**Contract:**	**RP 2129.3**
Function:	**5600 - Human Services**	**CFDA:**	**93.045**
Activity:	**5640 - Public Assistance**	**Amendment:**	**#001**
Offcl/Division:	**1016 - Community Services**		
Grant Manager:	**Kim Wilkes**		
Department:	**Social Services**		

Revenue:							
125	**6156223**	**331600**	**RC_00044**	**-**	**Federal Grants - Other Human Svcs**		**$50,000.00**
125	**6156223**	**381000**	**RT_00001**	**-**	**F_001 to F_125**		**$5,555.55**
Total Revenue:							**$55,555.55**
Appropriations:							
125	**6156223**	**510000**	**SC_00016**	**-**	**Salaries & Wages**		**$15,000.00**
125	**6156223**	**510210**	**SC_00019**	**-**	**Payroll Taxes**		**$2,000.00**
125	**6156223**	**510220**	**SC_00023**	**-**	**Retirement**		**$2,000.00**
125	**6156223**	**530490**	**SC_00070**	**-**	**Food & Dietary**		**$36,555.55**
Total Appropriations:							**$55,555.55**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

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As Deputy Clerk

Resolution No. _____ - 2024

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#403 - Marathon Airport**		
Cost Center:	**#635250 - Monroe County Emergency Operations & Public Safety**		
Function:	**#5200 - Public Safety**		
Activity:	**#5290 - Other Public Safety**	**State Fin #:**	**31.064**
Offcl/Division:	**#1013 - Public Works**	**Agreement #:**	**F0121**
Grant Manager:	**Stan Thompson/Breanne Erickson**	**Grant Period:**	**10/18/23-03/21/27**
Department:	**Project Management**		

Revenue:	
403 - 635250 - 334200 - RC_00051 - State Grants - Pub Saftey - Capital	**$6,245,000.00**
Total Revenue:	**$6,245,000.00**
Appropriations:	
403 - 635250 - 560600 - SC_00101 - Capital Outlay-Buildings	**$6,245,000.00**
Total Appropriations:	**$6,245,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 21st day of February, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Schedule of Resolutions for the February 21, 2024 Meeting of the Monroe County Board of County Commissioners

ITEM	DESCRIPTION OF RESOLUTION	ITEM BACKGROUND	PREVIOUS BOCC ACTION	AMOUNT
1	Approval of a resolution concerning the receipt of unanticipated funds for Fund 157 62520 Boating Improvement	Increase Budget	None	$ 98,000.00
2	Approval of a resolution concerning the transfer of funds for Fund 101 fm 85503 to 04538 Tax Increment Payment	Transfer Budget	None	$ 237,588.40
3	Approval of a resolution concerning the transfer of funds for Fund 117 fm 77040 to 77042 DAC I Capital Projects	Transfer Budget	None	$ 925,077.00
4	Approval of a resolution concerning the transfer of funds for Fund 118 fm 78041 to 78040 TDC Bricks and Mortar	Transfer Budget	None	$ 16,950.00
5	Approval of a resolution concerning the transfer of funds for Fund 119 fm 79042 to 79040 TDC Bricks and Mortar	Transfer Budget	None	$ 63,095.00
6	Approval of a resolution concerning the transfer of funds for Fund 120 fm 70041 to 70040 TDC Bricks and Mortar	Transfer Budget	None	$ 12,000.00
7	Approval of a resolution concerning the transfer of funds for Fund 121 fm 71040 to 71041 - DAC V Capital Projects	Transfer Budget	None	$ 170,707.00
8	Approval of a resolution concerning the receipt of unanticipated funds for Fund 001 06502 Employee Interchange Agreement	Increase Budget	None	$ 57,817.69
9	Approval of a resolution concerning the receipt of unanticipated funds for Fund 403 635114 MTH Environmental Assessment FDOT#G1V30-Amendment 3	Increase Budget	Approved Grant Agreement	$ 428,000.00
10	Approval of a resolution concerning the receipt of unanticipated funds for Fund 404 630208 EYW Essential Airport Equipment FDOT APTGA# G1V31 Amend 4	Increase Budget	Approved Grant Agreement	$ 250,000.00
11	Approval of a resolution concerning the transfer of funds for Fund 404 63002 to 630208 (G1V31), 630203 (G1Q04), 630224 (G2E62) additional grant match	Transfer Budget	Approved Grant Agreement	$ 1,200,000.00
12	Approval of a resolution concerning the transfer of funds for Fund 131 fm 29503 to 29523 KL Pickleball	Transfer Budget	None	$ 74,621.00
13	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 0459110 Hurricane Irma Pymt #136	Increase Budget	Approved Grant Agreement	$ 6,553.93
14	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 0459110 Hurricane Irma Pymt #140	Increase Budget	Approved Grant Agreement	$ 49,311.65
15	Approval of a resolution concerning the receipt of unanticipated funds for Fund 414 40003 Hurricane Irma Solid Waste Pymt #141	Increase Budget	Approved Grant Agreement	$ 5,522.27
16	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 62040 Smatlak Trust	Increase Budget	None	$ 110,250.00
17	Approval of a resolution concerning the receipt of unanticipated funds for Fund 158 06048 Municipality Mobile LiDAR Services	Increase Budget	None	$ 942,257.88
18	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 52032 Exotic Plnt Rmvl Maint FK-182	Increase Budget	Approved Grant Agreement	$ 175,000.00
19	Approval of a resolution concerning the transfer of funds for Fund 160 fm 85556 to 86544 Budgeted Transfers 160	Transfer Budget	None	$ 25,000.00
20	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 62659 Derelict Vessel Removal FY24 (5)	Increase Budget	Approved Grant Agreement	$ 115,150.00
21	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 05043 Florida Keys Coastal Storm Risk Management Feasibility Study	Increase Budget	Approved Grant Agreement	$ 513,000.00
22	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6156123 Older Americans Act C1	Increase Budget	Approved Grant Agreement	$ 166,666.66
23	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6156223 Older Americans Act C2	Increase Budget	Approved Grant Agreement	$ 55,555.55
24	Approval of a resolution concerning the receipt of unanticipated funds for Fund 403 635250 Monroe County Emergency Operations & Public Safety	Increase Budget	Approved Grant Agreement	$ 6,245,000.00

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C26
2023-2142

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Daryl Greenlee

AGENDA ITEM WORDING: Approval of a Third Amendment to Lease Agreement between Monroe County and Rockland Investment Corporation, Inc. for the temporary Rockland Key Fleet Garage location to extend the term for two (2) years and update other provisions of the Lease.

ITEM BACKGROUND:
Monroe County and Rockland Investment Corporation, Inc. entered into a Lease Agreement on March 17, 2021, for several parcels of land at Rockland Key to provide a temporary Rockland Key Fleet Garage location. The initial term was for two (2) years to terminate on March 16, 2023, with the option to renew for an additional three (3) one-year extension periods. The initial base rent and C.A.M. costs was $8,529.75, plus utilities. On November 15, 2022, a First Amendment was approved that provided an additional parcel of land which was adjacent to the current rented parcel. The term of the new parcel was to also expire on March 16, 2023, and increased the rental amount by $2,100. On February 15, 2023, a Second Amendment was approved for an additional 740 square feet of space at a monthly rate of $1,134.42, plus utilities. The Second Amendment also exercised the first option and extended the Lease term until March 16, 2024.
It is not anticipated that the new Fleet Garage will be ready within the upcoming year, so staff has requested to exercise the remaining two (2) options to extend the term of the lease for two (2) years. The Lessor has agreed and this Third Amendment to the Lease Agreement will extend the term from March 17, 2024, and terminate on March 16, 2026. The Amendment also corrects the address for Fleet Maintenance to receive invoices and updates the Nondiscrimination provision. The current rental and C.A.M. costs is $11,764.17, plus utilities, for all the parcels. Staff seeks approval of this Third Amendment with Rockland Investment Corporation, Inc., for the temporary Rockland Key Fleet Garage Lease.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved the original Lease Agreement on March 17, 2021 - AIS 7946 C18
First Amendment was approved on November 15, 2022 - AIS #11368 F.35
Second Amendment was approved on February 15, 2023 - AIS #11710 C24

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
The term is increased by two (2) years, the address for Fleet Maintenance is corrected to receive invoices, and the Nondiscrimination provision is updated.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MC Fleets and Facility - Third Amendment dated 02.06.2024.pdf
2nd Amendment to Lease - fully executed.pdf
Rockland Investment 1st Amendment #F35 - fully executed.pdf
Rockland Key Lease - Original lease - fully executed.pdf

FINANCIAL IMPACT:
Effective Date: February 21, 2024
Expiration Date: March 16, 2026
Budgeted: Yes
Costs to County: $11,764.17 per month
Source of Funds: 504-23501--SC_00050 Rentals & Leases
CPI: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: Utilities and prorated share of property taxes
Revenue Producing: No
Grant: N/A
County Match: N/A
Insurance Required: As stated in the contract

Additional Details: Fully Budgeted for FY 24 - 504-23501--SC_00050 Rentals & Leases

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement is made and entered into this 21st day of February 2024, between **MONROE COUNTY** ("Lessee"/ "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **ROCKLAND INVESTMENT CORPORATION, INC** ("Lessor"), a Florida Corporation, authorized to do business in the State of Florida, whose principal address is 615-B United Street, Key West, Florida 33040.

WHEREAS, on the 17th day of March, 2021, the parties entered into a Lease Agreement for the lease of certain property, improvements and structures situated at and commonly known as 111 Overseas Highway, Unit No. 300, Rockland Key, Monroe County, Florida 33040, with Parcel Identification No. 00122070-000200, ("Property"), for use of certain areas of the Property to provide a warehouse unit and limited surrounding land for use by the County as a location for its Fleet Department operations for the Lower Keys area ("Original Lease Agreement"); and

WHEREAS, the term in the Original lease Agreement was effective from March 17, 2021, to March 16, 2023, and provided for three (3) additional one (1) year extension periods after the initial term of the Lease; and

WHEREAS, on the 15th day of November, 2022, the parties entered into the First Amendment to Lease Agreement which extended the term of the lease to March 16, 2024, and added an additional rental parcel at a monthly rate of Two Thousand One Hundred and 00/100 ($2,100.00) Dollars; and

WHEREAS, on the 15th day of February, 2023, the parties entered into a Second Amendment which increased the amount of warehouse space to include an additional 740 square feet for an increase of One Thousand One Hundred Thirty-four and 42/100 ($1,134.42) Dollars per month for the rental fee and Common Area Maintenance Costs (C.A.M.), plus utility expenses, and extended the Original Lease Agreement term for one (1) additional year with the new term to terminate on March 16, 2024, for all parcels; and

WHEREAS, the current term expires on March 16, 2024, and the Lease has two (2) remaining one-year extension periods. Lessee has notified the Lessor that it seeks to extend the term of the Lease and has requested at this time to extend for the remaining two (2) years. Lessor has agreed to renew the lease for the additional two (2) year extension periods for all parcels under the same terms and conditions as the Original Lease Agreement, as amended, with a new termination date of March 16, 2026; and

WHEREAS, the parties desire to update other provisions of the Original Lease Agreement to update the address for Lessee as to service of Lessor's invoices and to revise the Nondiscrimination paragraph to bring it current with County, State, or Federal rules and regulations; and

WHEREAS, the parties have found this Agreement to be mutually beneficial; and

WHEREAS, Lessor and Lessee agree to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Paragraph 2, **Term and Effective Date**, of the Original Agreement, as amended, is hereby amended to extend the term of the Original Lease Agreement for all parcels for the two (2) years remaining pursuant to the extension periods of Paragraph 3, with the new term to commence on March 17, 2024, and terminate on March 16, 2026, unless terminated earlier under other provisions of the Original Lease Agreement.

2. Paragraph 8, **Payment of Rent,** of the Original Lease Agreement, as amended, is hereby amended to reflect a new address for Lessee for submission of invoices by Lessor. The new address and sentence shall read as "Lessor's invoice shall be submitted to the Fleet Management Department, at 1100 Simonton Street, Suite 2-216, Key West, Florida 33040." The remaining provisions of Paragraph 8 shall remain the same.

3. Paragraph 38, **Nondiscrimination,** of the Original Lease Agreement, as amended, is hereby amended to replace Paragraph 38 with the following:

38. **Nondiscrimination**

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex,

1566

religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

4. Except as set forth in Paragraphs 1 through 3 of this Third Amendment to Lease Agreement, in all other respects, the terms and conditions of the Original Lease Agreement dated March 17, 2021, as amended, shall remain in full force and effect.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor / Chairperson

WITNESSES:

Catherine D. Peace
Witness 1

Witness 2

LESSOR: Rockland Investment
Corporation, Inc.,
A Florida Corporation

By Steve R. Henson V/Pres.

STEVE R. HENSON
Print Name

V/President
Title

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 2/06/2024

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: February 27, 2023

TO: Daryl Greenlee, Director
Fleet Management

Tania Stoughton
Fleet Management

FROM: Liz Yongue, Deputy Clerk

SUBJECT: February 15, 2023 BOCC Meeting

The following item has been executed and added to the record:

C24 2nd Amendment to Lease Agreement with Rockland Investment Corporation, Inc., for the temporary Rockland Key Fleet Garage Lease, to include an additional parcel beginning February 15, 2023. The additional monthly rental amount is $1,134.42 for the additional parcel.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is made and entered into this 15th day of February 2023 between **MONROE COUNTY** ("Lessee"/ "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **ROCKLAND INVESTMENT CORPORATION, INC** ("Lessor"), a Florida Corporation, authorized to do business in the State of Florida, whose principal address is 615-B United Street, Key West, Florida 33040.

WHEREAS, on the 17th day of March, 2021, the parties entered into a Lease Agreement for the lease of certain property, improvements and structures situated at and commonly known as 111 Overseas Highway, Unit No. 300, Rockland Key, Monroe County, Florida 33040, with Parcel Identification No. 00122070-000200, ("Property"), for use of certain areas of the Property to provide a warehouse unit and limited surrounding land for use by the County as a location for its Fleet Department operations for the Lower Keys area ("Original Lease Agreement"); and

WHEREAS, the term in the Original lease Agreement was effective from March 17, 2021 to March 16, 2023 and provided for three (3) additional one (1) year extension periods after the term of the Lease; and

WHEREAS, on the 15th day of November, 2022, the parties entered into the First Amendment to Lease Agreement which extended the term of the lease to March 16, 2024 and added an additional rental parcel at a monthly rate of $2,100; and

WHEREAS, Lessee, in its use of the Property, determined that it needed additional space to conduct its Fleet Department operations; and

WHEREAS, Lessor had additional space located on the property currently being leased by Lessee and that space is available for lease by Lessee; and

WHEREAS, the parties negotiated and reached a mutual understanding on or about January 2023, for Lessee to access and lease another 740 square feet at a rate of $1,134.42, plus utility expenses, per month; and

WHEREAS, Lessor and Lessee agree that the lease term of the additional 740 square feet of the Property will be effective immediately and will terminate on March 16, 2024, when the term of the extension in the First Amendment to the Original Lease Agreement terminates; and

WHEREAS, the parties have found the Original Lease Agreement and First Amendment to be mutually beneficial; and

WHEREAS, Lessor and Lessee agree to amend the Lease as set forth herein.

NOW, THEREFORE, for an in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Paragraph 1, **PREMISES**, of the Original Lease Agreement, is hereby amended to include an additional 740 square feet of warehouse space on Lessor's property. The terms of the Original Agreement and First Amendment allow the exclusive use of certain other areas of the building and/or surrounding property by the Lessor and/or its other tenants as set forth in the Original Lease agreement.
2. Paragraph 2, **TERM AND EFFECTIVE DATE**, of the Original Lease Agreement and First Amendment are hereby amended to include the lease for this additional 740 square feet of warehouse space. The termination date for the Original Lease Agreement, First Amendment and Second Amendment is March 16, 2024.
3. Paragraph 5, **RENT**, of the Original lease Agreement was previously Amended in the First Amendment and is hereby amended a second time to include the additional monthly rental payment and Common Area Maintenance Costs ("C.A.M.") for the additional 740 square feet. Lessee shall pay to Lessor an additional monthly rental of One Thousand One Hundred Thirty Four Dollars and Forty Two Cents ($1,134.42), plus Utility Expenses, per month. This amount shall be paid in addition to the payments required under the Original Lease Agreement and First Amendment to the Lease Agreement.
4. Except as set forth in Paragraphs one through four of this Second Amendment to Lease Agreement, in all other respects, the terms and conditions of the Original lease Agreement dated March 17, 2021, as amended, shall remain in full force and effect.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

FILED FOR RECORD
2023 FEB 27 PM 12:44
CIR. CT.
MONROE COUNTY, FLA.

WITNESSES:

Catherine D. Peace
Witness 1

Witness 2

LESSOR: Rockland Investment Corporation, Inc.,
A Florida Corporation

By Steve R. Henson

Steve R. Henson
Print Name

Vice President
Title

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
Date: 1/31/23

SRH

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: December 13, 2022

TO: Daryl Greenlee, Director
Fleet Management

Tammy Acevedo
Executive Assistant

FROM: Liz Yongue, Deputy Clerk

SUBJECT: November 15th BOCC Meeting

Attached is a copy of the following item for your handling:

F35 First Amendment to Lease Agreement with Rockland Investment Corporation, Inc., for the temporary Rockland Key Fleet Garage Lease, to include an additional parcel retroactive to July 17, 2022, and extend the lease term for an additional year. The additional monthly rental amount is $2,100.00 Dollars for the additional parcel. Funding is from the Fleet budget.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is made and entered into on this 15th day of November, 2022, by and between **ROCKLAND INVESTMENT CORPORATION, INC.** a Florida Corporation, authorized to do business in the State of Florida, ("Lessor"), whose principal address is 615-B United Street, Key West, Florida 33040, and **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 ("Lessee"/"County").

WHEREAS, on the 17th day of March, 2021, the parties entered into a Lease Agreement for the lease of that certain property, improvements and structures situated at and commonly known as 111 Overseas Highway, Unit No. 300, Rockland Key, Monroe County, Florida 33040, with Parcel Identification No. 00122070-000200, ("Property"), for use of certain areas of the Property to provide a warehouse unit and limited surrounding land for use by the County as a location for its Fleet Department operations for the Lower Keys area ("Original Lease Agreement"); and

WHEREAS, the current initial term of the Original Lease Agreement was effective from March 17, 2021, and terminates on March 16, 2023; and

WHEREAS, the Original Lease Agreement provides for three (3) additional one (1) year extension periods after the initial term of the Lease; and

WHEREAS, during the term of this Lease, Lessee in its use of the Property, determined that it needed additional outside parking space to conduct its Fleet Department operations; and

WHEREAS, Lessor had additional space located on the Property, which is adjacent to the current Property being leased by the County, that was available for lease by Lessee; and

WHEREAS, the parties negotiated and reached a mutual understanding on or about May 2022, for Lessee to access and lease another 8,625 square feet of the Property for use by Lessee as an additional outside parking area; and

WHEREAS, Lessor and Lessee agreed that the lease term of the additional 8,625 square feet of the Property will be for eight (8) months with an effective date retroactive to July 17, 2022, and terminating on March 16, 2023, when the term of the Original Lease Agreement terminates; and

WHEREAS, the initial term of the Original Lease Agreement expires on March 16, 2023, and the Lessee has notified Lessor pursuant to the Original Lease Agreement that it seeks to extend the term of the Lease and the Lessor has agreed to renew the lease for an additional one (1) year extension period under the same terms and conditions as the Original Lease Agreement, which shall also include the additional 8,625 square feet of the Property as set forth in this First Amendment; and

10/31/2022

WHEREAS, the parties have found the Original Lease Agreement to be mutually beneficial; and

WHEREAS, Lessor and Lessee agree to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Paragraph 1, **Premises**, of the Original Lease Agreement, is hereby amended to include an additional 8,625 square feet of Lessor's property, which is situated adjacent to Lessee's current leased area and is referred to herein as the "Third Parcel" and collectively known as the "Premises" or "Sole Use Areas", as more particularly described on Exhibit "A – Revised", setting forth Lessee's designated area of the parcel, attached to this First Amendment and made a part hereof. This First Amendment also continues to allow the exclusive use of certain other areas of the building and/or surrounding property by the Lessor and/or its other tenants as set forth in the Original Lease Agreement.

2. Paragraph 2, **Term and Effective Date,** of the Original Lease Agreement is hereby amended to include the lease term for this Third Parcel. The lease term for this additional Third Parcel shall be for eight (8) months which shall commence retroactive to July 17, 2022, and terminate on March 16, 2023, in conjunction with the lease termination date of the term as set forth in Paragraph 2 of the Original Lease Agreement, unless earlier terminated as provided in the Original Lease Agreement.

3. Paragraph 5, **Rent**, of the Original Lease Agreement is hereby amended to include the additional monthly rental payment and Common Area Maintenance Costs ("C.A.M.") for the Third Parcel, with both payments commencing retroactive to July 17, 2022. Lessee shall pay to Lessor an additional monthly rental of Two Thousand and 00/100 ($2,000.00) Dollars as the Base Rent for the Third Parcel. As "Additional Rent," Lessee shall also pay monthly, a portion of the C.A.M. costs in the amount of One Hundred and 00/100 ($100.00) Dollars per month for the Third Parcel. Monroe County is exempt from sales tax. The total monthly rental payment for the Third Parcel shall be Two Thousand One Hundred and 00/100 ($2,100.00) Dollars for the first eight-month rental term of this Third Parcel, in addition to the monthly rental payments as set forth in paragraph 5 of the Original Lease Agreement for the Main Parcel and Secondary Parcel.

4. Paragraph 2, **Term and Effective Date,** of the Original Lease Agreement, is further amended to extend the term of this lease for an additional one-year period for the Main Parcel, Secondary Parcel, and Third Parcel, with the new term to commence on March 17, 2023, and terminate on March 16, 2024, unless earlier terminated as provided in the Original Lease Agreement.

10/31/22 Appr. RH

5. Except as set forth in Paragraphs one through four of this First Amendment to Lease Agreement, in all other respects, the terms and conditions of the Original Lease Agreement dated March 17, 2021, as amended, shall remain in full force and effect.

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

LESSOR:
ROCKLAND INVESTMENT
CORPORATION, INC.,
A Florida Corporation

WITNESSES:

Catherine O Peace
Catherine O Peace
Print Name

James Hopkins
James Hopkins
Print Name

By: Steve R. Henson
STEVE R. HENSON
Print Name

Title V/Pres.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

LESSEE:

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

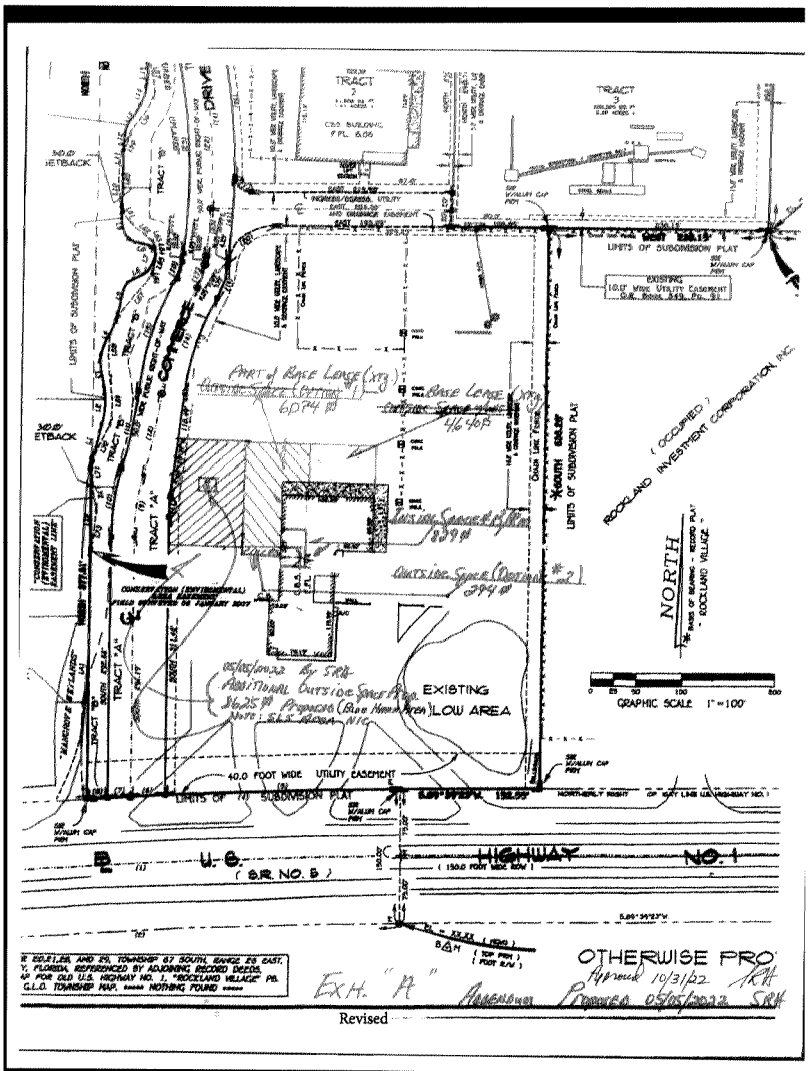
By: _____
Mayor/Chairperson

FILED FOR RECORD
2022 DEC 13 PM 12:49
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/28/2022

EXHIBIT "A – REVISED"

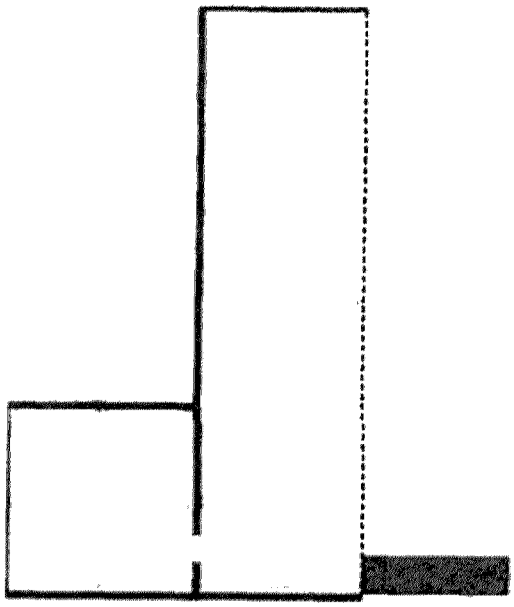
Lessee's Premises on the Parcel



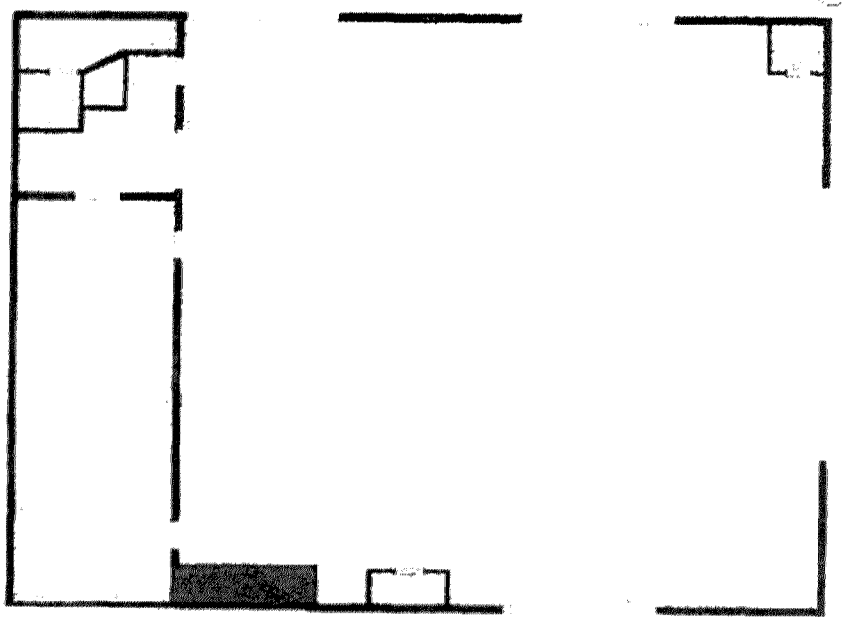
Revised

Exhibit A - building interior
Revised

LEVEL 2 - LOFT



LEVEL 1



10/31/22 Approved SKH

SKH

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: March 19, 2021

TO: Kevin G. Wilson, PE
Assistant County Administrator

Suzanne Rubio
Executive Administrator

FROM: Pamela G. Hancock, D.C.

SUBJECT: March 17th BOCC Meeting

Attached is an electronic copy of the following item for your handling:

C18 Lease Agreement with Rockland Investment Corporation, Inc. for a building and ground space as an interim Fleet Maintenance Facility on Rockland Key, at a cost of $103,257.00 per year (plus prorata share of property tax). Funding is from Fleet budget.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this 17th day of March, 2021, by and between **ROCKLAND INVESTMENT CORPORATION, INC.** a Florida Corporation, authorized to do business in the State of Florida, ("Lessor"), whose principal address is 615-B United Street, Key West, Florida 33040, and **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 ("Lessee"/"County"), and.

WHEREAS, the County has negotiated with the Lessor for the lease of that certain property, improvements and structures situated at and commonly known as 111 Overseas Highway, Unit No. 300, Rockland Key, Monroe County, Florida 33040, with Parcel Identification No. 00122070-000200, ("Property"), for use of certain areas of the Property to provide a warehouse unit and limited surrounding land for use by the County as a location for its Fleet Department operations for the Lower Keys area; and

WHEREAS, as a condition of the Lease pursuant to Paragraph 1 of this Lease Agreement, the Lessor and Lessee agree that upon execution of the Lease, the Lessor and/or Lessor's other tenants may retain use of certain other areas of the Property, in addition to the use by the County of the remaining areas, from the execution of the Lease date pursuant to the terms and conditions as set forth in this Lease Agreement; and

WHEREAS, the Lessor desires to lease the herein described Property to the County and retain the current use of other areas of the 111 Overseas Highway, Rockland Key parcel to continue in any current operations while the County proceeds with its proposed use of its designated Property; and

WHEREAS, the Lessee is willing to lease the Property for the purposes of Lessee's operations and allow Lessor to retain control of certain other designated areas for its use during the Lease term;

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

1. **Premises.** The Lessor does hereby lease to Lessee and Lessee leases from the Lessor, the Property situated at and commonly known as **111 Overseas Highway, Rockland Key, Monroe County, Florida 33040,** and more particularly described as a total of 5,834 Sq. ft.. which consists of 928 Sq. ft. of Office Space and 3,654 Sq. ft. of Main Warehouse Space, both of which are on the ground floor of the building, and 324 Sq. ft. of Security Storage Space and 928 Sq. ft. of Mezzanine Storage Space, both of which are on the Second Floor of the building, plus an additional 59 feet of the surrounding outside property immediately North of the existing building, referred to herein as the "Main Parcel"; plus an additional ground area of 40 feet of the surrounding outside property West of the building, referred to herein as the "Secondary Parcel, and collectively known as the **"Premises" or "Sole Use Areas",** as more particularly described on Exhibit "A" setting forth Lessee's designated area of the parcel, attached to this Lease and made a part hereof. This Lease allows the continued exclusive use of certain other areas of the building and/or surrounding property by the Lessor and/or its other tenants.

2. **Term and Effective Date.** Subject to and upon the terms and conditions as set forth herein, the initial term of this Lease shall be for two (2) years, with the term to commence on March 17, 2021, and terminate on March 16, 2023, unless earlier terminated as provided in this agreement. Lessee shall take possession upon approval of this Lease Agreement by the Board of County Commissioners to initiate the build-out and improvements that are required for the Fleet Management operations on the Premises. The payment of rent shall commence at set forth in Paragraph 8 herein.

3. **Extension Period.** There shall be three (3) additional one (1) year extension periods anticipated as part of this Lease with annual renewals after the initial term of this Lease, upon approval of both parties. In the event that Lessee chooses to exercise its option to extend the lease term, Lessee will notify Lessor ninety (90) days prior to the expiration of the Lease. in writing, that it desires a renewal of the Lease, upon the same terms and conditions, as set forth herein, and said Lease renewal shall be set forth in a written amendment to this Lease.

4. **Security Deposit.** No security deposit will be required. If the Lessee vacates or abandons the Premises in violation of this Lease, any property belonging to the Lessee that the Lessee leaves on the Premises shall be deemed to have been abandoned and may be retained by the Lessor as property of the Lessor, or be disposed of at a public or private sale, provided that Lessor first provides twenty (20) days' written notice to the Lessee and provides a reasonable opportunity for Lessee to retrieve such property. Any proceeds of such sale, at the current fair market value, may thereafter be applied by Lessor against: (1) expenses of the Lessor for

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removing, storage or sale of the personal property, (2) the arrears of rent, or future rent, payable under this Lease, and (3) any other damages to which the Lessor may be entitled hereunder. The balance of any such amounts, of any, shall be given to the Lessee.

5. **Rent.** The amount Lessee shall pay to the Lessor for the Premises shall be as follows: Six Thousand Six Hundred Ninety-five and 00/100 ($6,695.00) Dollars per month as the Base Rent for the Main Parcel and One Thousand Five Hundred and 00/100 ($1,500.00) Dollars per month as the Base Rent for the Secondary Parcel. Other monetary obligations of Lessee owes to Lessor under the terms of this Lease are herein referred to as "Additional Rent". Lessee shall also pay monthly, as Additional Rent, a portion of the Common Area Maintenance Costs ("C.A.M.), in the amount of five percent (5%) of the base rent for the Main Parcel in the amount of Three Hundred Thirty-four and 75/00 ($334.75) Dollars per month.

6. **Taxes.** The Lessor shall pay all taxes and assessments, if any, including any sales or use tax, levied by any governmental agency with respect to the Lessor's operations on the Premises and ownership of the Property. Lessee is a political subdivision of the State of Florida and is not obligated to pay any sales tax under this Lease Agreement. The leased Premises is a newly created parcel within the entire Property so the Lessee's baseline prorata share of the taxes, is unknown at this time. Lessee agrees to pay Lessor, as Additional Rent, Lessee's proportionate share of the tax expenses in monthly installments once the rate has been agreed upon by Lessor and Lessee. Lessor shall furnish Lessee with a written Statement of the actual amount of Lessee's proportionate share of the tax expenses and Lessee shall pay same as a part of its monthly payment to Lessor for the base rent, C.A.M. costs, utilities, or any other such rent expense that may be due to Lessor.

7. **Utilities.** Lessee shall be responsible for payment of all utilities on a monthly basis, including but not limited to the following as necessary, water, electric, sewer, solid waste, trash removal, telephone, internet service, cable, LP gas, insect and rodent extermination, or other such similar utilities, as used or consumed by Lessee in the Premises. If any such services are to be separately metered to Lessee, then Lessee shall be required to arrange and pay all charges customarily charged for connection of such services by the applicable provider thereof, including connection fees, the cost of the meters therefore, and any required deposits or prepayments. In the event separate bills are not obtainable for such utility expenses, Lessee shall pay to Lessor the Lessee's proportionate share of such charges and expenses for its use and consumption, as billed monthly by Lessor, and shall be referred to as Additional Rent.

8. **Payment of Rent.** The payment of rent shall commence on May 1, 2021, or upon Lessee actually commencing its daily Fleet Management operations at the Premises, whichever occurs first. Lessee shall pay to Lessor the Base Rent plus any other Additional Rent in lawful money of the United States, without offset or deduction on a monthly basis. As a condition precedent for any payment due under this Lease, the Lessor shall submit monthly, on or before the fifth (5^{th}) day of each month, unless otherwise agreed in writing by the Lessee, a proper invoice to the Lessee requesting payment for the then applicable monthly Base Rent and any Additional Rent, if applicable. The Lessor's invoice shall describe with reasonable particularity the aforementioned information in order to necessitate payment by the Clerk of the Court. The Lessor's invoice shall be accompanied by such documentation or data in support of the Base Rent and/or any Additional

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Rent for which payment is sought as the Lessee may require. Lessor's invoice shall be submitted to the Fleet Management, 3583 S. Roosevelt Blvd., Key West, Florida 33040. Payment of any Base Rent or Additional Rent will be made pursuant to the Local Government Prompt Payment act Section 218.70, Florida Statutes. Payment of Base Rent and Additional Rent shall be made to Lessor at its address stated herein or to such other persons or at such other addresses as Lessor may from time to time designate in writing to Lessee. Base Rent and Additional Rent are collectively referred to as "Rent" or "rent". All monetary obligations of Lessee to Lessor under the terms of this Lease are deemed to be Rent.

9. **Insurance and Liability.** Lessor shall provide a commercial general liability insurance policy with a coverage limit of no less than One Million and 00/100 ($1,000,000.00) Dollars for the Property and its own operations. Lessor shall maintain its current property insurance coverage on the entire Property insured for the full Replacement Value of the total structure. Lessor and Lessee agree to waive coverage for wind or flood insurance by either party. Lessee shall maintain sufficient insurance to insure the Lessee's contents and any other personal property used by the Lessee in its Sole Use Areas and to protect the Lessor and Lessee from all claims of property damage and personal injury, including death, whether the claims are under the Worker's Compensation Act or otherwise, which may arise from its operations under this Lease.

Lessee shall not occupy or use the demised Premises or permit them to be occupied or used for any business or purpose that would increase the premium for fire insurance on the building under the normal rates applicable. Lessee agrees to be responsible and hold the Lessor harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of Lessee's use of the property as an operations center for Lessee's Fleet Department to the extent permitted by Florida Statute Sec. 768.28. Notwithstanding anything contained in this Lease to the contrary, Lessee, as a political subdivision of the State of Florida does not waive and expressly reserves its sovereign immunity, except as provided in Florida Statute, Sec. 768.28.

10. **Mechanic's Liens.** Lessee further agrees that Lessee will pay all of Lessee's contractors, subcontractors, mechanics, laborers, materialmen and all others, and, subject to the limitations set forth in Fla. Stat. Sec. 768.28, will indemnify Lessor against all legal costs and charges, bond premiums for release of liens, and counsel fees reasonably incurred in the commencement or defense of any suit by the Lessor to discharge any liens, judgments, or encumbrances against the Premises caused or suffered by Lessee. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as additional rent due under this Lease, payable upon demand.

The Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the above- described property, and all persons contracting with the Lessee for the doing of work or the furnishing of any materials on or to the Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look to the Lessee only to secure the payment of any bill for work done or materials furnished during the term of this Lease. Pursuant to Section 713.23, Fla. Stat., the liens authorized in Ch. 713, Fla. Stat. does not apply to the Lessee.

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11. **Relationship of Parties.** The Lessee is, and shall be an independent contractor and not an agent or servant of the Lessor. The Lessee shall exercise control, direction, and supervision over the means and manner that its personnel, agents, employees, and volunteers perform the work for which purpose this Lease is entered. The Lessee shall have no authority whatsoever to act on behalf and /or as agent for the Lessor in any promise, lease, or representation other than specifically provided for in this Lease. The Lessor shall at no time be legally responsible for any negligence on the part of the Lessee, its personnel, agents, employees, or volunteers resulting in either bodily or personal injury or property damage to any individual, property, or corporation.

12. **Termination.** This Lease may be terminated at the discretion of the Lessor in the following circumstances:

A. Lessee fails to pay the rent when due;
B. Lessee otherwise breaches the terms of this Lease; and
C. Lessor may terminate this Lease for convenience upon giving one hundred eighty (180) days' prior written notice to the Lessee.

This Lease may be terminated by Lessee in the following circumstances:

A. The County of Monroe, or any other applicable governmental entity shall raise a zoning challenge, in which case Lessee shall be entitled to terminate this Lease upon giving one hundred eighty (180) days' written notice to Lessor;
B. The County's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of the Lease initiation and its duration;
C. The Lessee acquires adequate space in a County-owned or State-owned building or other real property sufficient to allow Lessee's current use of the Premises herein to be transferred to such other County or State owned property; and
D. Lessee may terminate this Lease for convenience upon giving one hundred eighty (180) days' prior written notice to the Lessee.

13. **Uses.** The Premises shall be used solely for the purposes of conducting the Lessee's proposed Fleet services/activities related to its Fleet Department operations or other such County uses. Lessee shall neither commit, nor permit waste of the demised Premises, shall use with care and shall not destroy or remove without consent of the Lessor, any fixtures or improvements of the Premises. Lessee shall not maintain, commit, or permit, the maintenance or commission of any nuisance on the Premises. Any damages resulting from misuse shall be borne by the Lessee.

Lessee shall be permitted to erect signs on the Premises with prior permission of Lessor, including but not limited to a sign containing the name of Lessee's operations. The Lessor's decision on signage will be delivered no later than fifteen (15) days after the Lessee's request. Lessor and/or its other tenants retain the right to display signage for its own purposes provided it

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meets all legal requirements. Lessee shall not remove any interior or existing signs without Lessor's consent/permission.

14. **Maintenance.** During the term of this Lease, Lessee agrees to be responsible for the maintenance and janitorial services of all areas, both interior and exterior, of the leased Premises, which Lessee utilizes. Lessee shall also maintain the exterior grounds of its leased Premises. All maintenance and janitorial service shall be completed within a reasonable timeframe. The foregoing provision notwithstanding, the Lessor and/or its other tenants agree to be responsible for maintenance and janitorial service of the other areas of the Property. Lessee must keep the Premises under the sole use and control of the Lessee in good order and condition. At the end of the term of this Lease, the Lessee must surrender the Premises to the Lessor in the same good order and condition as the Premises were on the commencement of the term, normal wear and tear excepted. The Lessee shall not commit waste on the Premises, nor maintain or permit a nuisance on the Premises. After termination or expiration of this Lease, the Lessee shall pay the Lessor the cost of any repairs and clean-up necessary to restore the Premises to its condition at the commencement of the Lease, normal wear and tear excepted.

15. **Improvements and Repairs.** Lessee reserves the right from time to time to make such improvements, alterations, renovations, changes and repairs in and about the Premises as Lessee shall deem desirable; and Lessee shall make no claims against Lessor for the interference with Lessee's leasehold interest, or loss of damages, to its operation during such improvements, alterations, renovations, changes and repairs.

Lessee shall have the right at Lessee's own expense to improve or alter the interior and exterior of the leased Premises. Any improvements or alterations proposed must first be submitted in writing for approval by the Lessor. No improvements or alterations shall be made without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. The Lessor's decision on Lessee's request for consent will be delivered no later than seven (7) days after the delivery of the request. If no decision is issued, then the Lessor shall be deemed to have consented. If Lessee's improvements or alterations result in the need to retrofit or alter the existing structure, such additional work shall be at Lessee's expense.

Lessee covenants that any such improvements and alterations shall be made in a workmanlike manner and in compliance with all federal, state, and municipal laws and requirements, including all permits and approvals required in connection with any improvements, alterations, or repairs. Lessee's improvements or alterations erected or made on the demised Premises shall, upon expiration or sooner termination of this Lease, belong to the Lessor.

With respect to repairs and/or replacement of all mechanical infrastructures, Lessee and Lessor shall mutually agree that the repair and/or replacement is necessary. The Lessee shall bear the first One Thousand and 00/100 ($1,000.00) Dollars of the cost of repair and/or replacement of mechanical infrastructures. Thereafter, the Lessor shall bear one hundred percent (100%) of any

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cost of repair and/or replacement in excess of One Thousand and 00/100 ($1,000.00) Dollars. For purposes of this paragraph, the term "mechanical infrastructure" means the roof and air conditioning/heating systems. Except as set forth herein, Lessee shall be responsible for maintaining, repairing or replacing all existing electrical/plumbing infrastructures and components on or in the Premises.

16. **Assignment.** Lessee may not assign this Lease or assign or subcontract any of its obligations under this Lease without the prior written approval of the Lessor. All the obligations of this Lease will extend to and bind the legal representatives, successors, and assigns of the Lessee and the Lessor.

17. **Subordination.** This Lease is subordinate to the laws and regulations of the United States, the State of Florida, and Monroe County, whether in effect on commencement of this Lease or adopted after that date.

18. **Licenses.** Lessee shall be responsible for and provide all licenses required by all local, state, and federal agencies.

19. **Premises to be Used for Lawful Purposes.** It is expressly covenanted between the parties hereto that the Lessee will not use, suffer nor permit any person to use in any manner whatsoever the leasehold property, nor any portion thereof, for purposes calculated to injure the reputation of the leasehold property or of the neighboring property, nor for any purpose or use in violation of the laws of the United States, or of the State of Florida, or of the Ordinances of Monroe County, Florida, or of the Ordinances of any applicable municipality. Lessee will keep and save the Lessor forever harmless from any penalty or damage or charges imposed for any violation of any of said laws, whether occasioned by neglect of Lessee and Lessee will indemnify and save and keep harmless the Lessor against and from any loss, cost, damage, and expense arising out of any accident or other occurrence, causing injury to any person or property whomsoever or whatsoever, and due directly or indirectly to the use of the leasehold Premises or any part thereof by Lessee.

20. **Limitation of Lessor's Liability.** It is further agreed that in no case shall the Lessor herein be liable, under any express or implied covenants in the Lease, for any damages whatsoever to the Lessee beyond the rent reserved by the Lease accruing, for the act, or breach of covenant, for which damages may be sought to be recovered against said Lessor, and that in the event said Lessee shall be ousted from the possession of said property by reason of any defect in the title of said Lessor or said Lessor's authority to make this Lease, said Lessee shall not be required to pay rent under this Lease while it is so deprived of said property, and that said Lessor shall not incur any liability as a result of such ouster.

21. **No Waiver of Breach.** It is further mutually covenanted and agreed between the parties hereto that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

22. **Lessor's Right of Entry.** The Lessor reserves the right hereunder to enter upon the Premises at any reasonable time during normal operating hours for the purpose of inspecting said Premises to determine whether Lessee has complied and is complying with the terms and

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conditions of this Lease. The Lessee hereby agrees to keep the Premises at all times in a clean and sanitary condition, and not to maintain or keep upon said Premises any properties or equipment not used in connection with the operation of said business, unless authorized by the Lessor to do so.

23. **Responsibility for Property on Leasehold.** All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of the Lessee. The Lessor shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or person on the Premises.

24. **Damage to Leasehold.** In the event that the demised Premises, or a major part thereof, are destroyed by fire, storm, or any other casualty, the Lessor at its option may forthwith repair the damage to the Premises and any structures located thereon at its own cost and expense. The rental thereon shall cease until the completion of such repairs. If Lessor exercises its option to repair the Premises, Lessee agrees to assign its right to the insurance proceeds to the Lessor.

25. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the leased Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to any public authority under threat or in lieu of such take, the Term shall cease of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon Rent shall be paid up the the Taking Date with a proportionate refund by Lessor of any Rent paid for a period subsequent to the Taking Date. If less than the whole of the leased Premises, or less than such portion thereof as will make the leased Premised unusable for the purposes leased hereunder, shall be taken, the Term shall cease only as to the part so taken as of the Taking Date, and Lessee shall pay Rent up to the Taking Date, with appropriate credit by Lessor (toward the next installment of Rent due from Lessee) of any Rent paid for a period subsequent to the Taking Date. Base Rent and other charges payable to Lessor shall be reduced in proportion to the amount of the leased Premises taken. All compensation awarded or paid upon a total or partial taking of the leased Premises including the value of the leasehold estate created hereby shall belong to and be the property of Lessor without any participation by Lessee; Lessee shall have no claim to any such award based on Lessee's leasehold interest. However, nothing contained herein shall be construed to preclude Lessee, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Lessee, improvements paid for by Lessee, and moving and other reasonable relocation expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Lessor's award.

26. **Estoppel Certificate.** Lessee shall, at any time and from time to time, within ten (10) business days after written request by Lessor, execute, acknowledge and deliver to Lessor, or its mortgagee or trustee, a statement in writing duly executed by Lessee (i) certifying that this Lease is in full force and effect (if that be the case) without modification or amendment (or, if there have been any modifications or amendments, that this Lease is in full force and effect as modified and amended and setting forth the modifications and amendments), (ii) certifying the dates to which rental have been paid, and (iii) either certifying that to the knowledge of the Lessee no default exists under this Lease or specifying each such default; it being the intention and

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agreement of Lessor and Lessee that any such statement by Lessee may be relied upon by a prospective purchaser or a prospective or current mortgagee of the leased Premises, or by others, in any matter affecting the leased Premises.

27. **Rights Reserved.** Rights not specifically granted to Lessee by this Lease are reserved to the Lessor.

28. **Indemnification / Hold Harmless.** Subject to and without waiving the protections of Section 768.28, Florida Statutes, Lessor and Lessee shall each indemnify, defend, and hold harmless the other party and the other party's employees, agents, guests, invitees, and contractors (the "Indemnified Parties") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions (specifically including negligence and the failure to comply with this Lease) of the Indemnitor, its employees, agents, guests, invitees, and contractors and only to the extent caused in whole or in part by acts or omissions of the Indemnitor, its employees, agents, guests, invitees, and contractors regardless of whether the claim is caused in part by any of the Indemnified Parties. When any claim is caused by the joint acts or omissions of the Indemnitor and the Indemnified Parties, the Indemnitor's duties under this paragraph shall be in proportion to the Indemnitor's allocable share of the joint liability.

29. **Governing Law, Venue, and Interpretation**. This Lease shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Lease, the Lessor and Lessee agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The Lessor and Lessee agree that, in the event of conflicting interpretations of the terms or a term of this Lease by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

30. **Force Majeure.** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or other weather conditions, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, failure of power, riots, insurrection, ware or other enemy or hostile government action, civil commotion, fire or other casualty, early closure of asphalt plants, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage, including the obligations of Lessor to deliver the leased Premises. The foregoing force majeure provisions are inapplicable to any payments of money due under this Lease

31. **Severability.** If any term, covenant, condition, or provision of this Lease (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions, and

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provisions of this Lease, shall not be affected thereby; and each remaining term, covenant, condition, and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions, and provisions of this Lease would prevent the accomplishment of the original intent of this Lease. The Lessor and Lessee agree to reform the Lease to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

32. **Attorney's Fees and Costs**. The Lessor and Lessee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Lease Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Lease shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

33. **Binding Effect**. The terms, covenants, conditions, and provisions of this Lease shall bind and inure to the benefit of the Lessor and Lessee and their respective legal representatives, successors, and assigns.

34. **Authority**. Each party represents and warrants to the other that the execution, delivery and performance of this Lease have been duly authorized by all necessary County and corporate action, as required by law.

35. **Claims for Federal or State Aid**. Lessor and Lessee agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Lease; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

36. **Adjudication of Disputes or Disagreements**. Lessor and Lessee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Lease or by Florida law.

37. **Cooperation**. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Lease, Lessor and Lessee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Lease or provision of the services under this Lease. Lessor and Lessee specifically agree that no party to this Lease shall be required to enter into any arbitration proceedings related to this Lease.

38. **Nondiscrimination.** Lessor and Lessee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Lease automatically terminates

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without any further action on the part of any party, effective the date of the court order. Lessor and Lessee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Lease.

39. **Covenant of No Interest**. Lessor and Lessee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Lease, and that the only interest of each is to perform and receive benefits as recited in this Lease.

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

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

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

43. **Non-Waiver of Immunity**. Notwithstanding the provisions of Chapter 768.28, Florida Statutes, the participation of the Lessor and Lessee in this Lease and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Lessor be required to contain any provision for waiver.

44. **Legal Obligations and Responsibilities**. Non-Delegation of Constitutional or Statutory Duties. This Lease is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Lease is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the Lessee, except to the extent permitted by the Florida constitution, state statute, and case law.

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

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

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

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

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49. **Mutual Review.** This Lease has been carefully reviewed by Lessee and Lessor; therefore this Lease is not to be construed against either party on the basis of authorship.

50. **Notices.** Any written notice or correspondence given pursuant to this Lease shall be sent by United States Mail, certified, return receipt requested, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

LESSEE:
County Administrator
Monroe County
1100 Simonton Street
Room 2-205
Key West, Florida 33040

And

County Attorney
Monroe County
1111 12th Street
Suite 408
Key West, Florida 33040

LESSOR:
Rockland Investment Corporation, Inc.
Attn.: Steve R. Henson
615-B United Street
Key West, Florida 33040

51. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

52. **Entire Agreement.** This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Lease shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

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

LESSOR:
ROCKLAND INVESTMENT
CORPORATION, INC.,
A Florida Corporation

WITNESSES:

_____

_____
Print Name

_____

_____
Print Name

By: Steve R. Henson

STEVE R. HENSON
Print Name

Title V/Pres.

LESSEE:

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

ATTEST: KEVIN MADOK, CLERK

By: Pamela Stanmire
As Deputy Clerk

By: Michelle Coldiron
Mayor/Chairperson

2021 MAR 19 PM 12:00

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 3/04/2021

EXHIBIT "A"

Lessee's Premises on the Parcel

See Attached

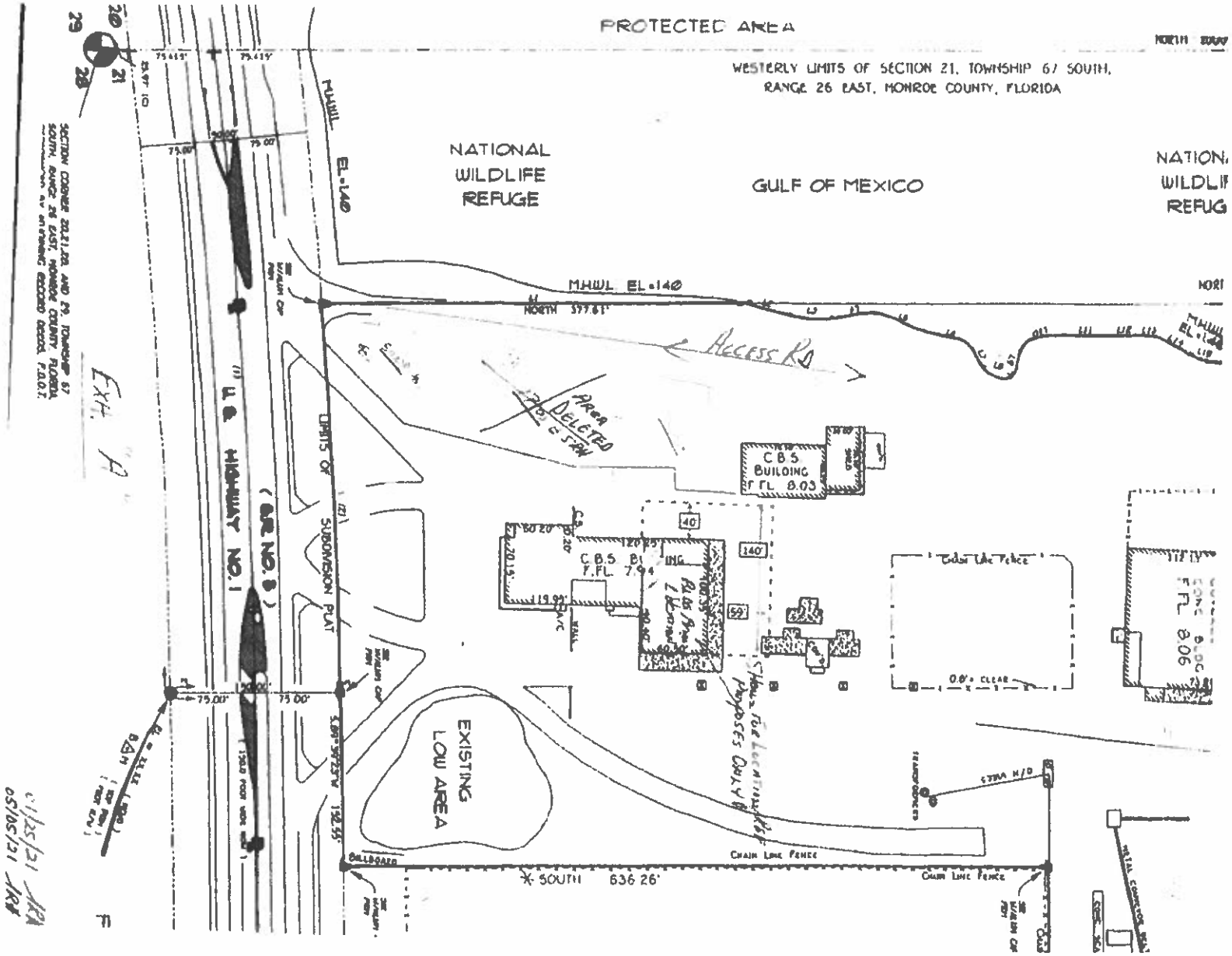
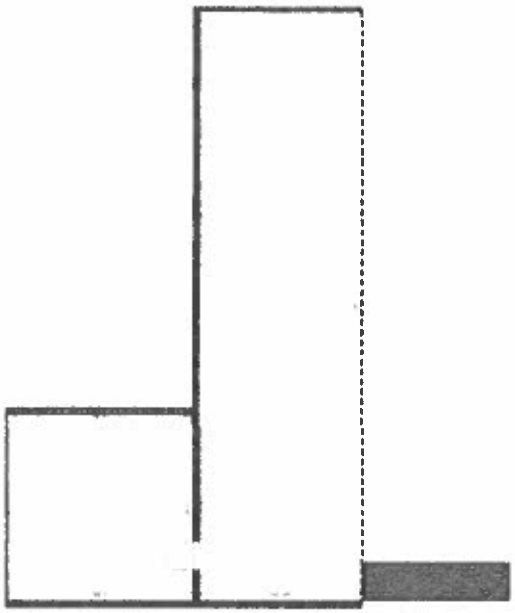
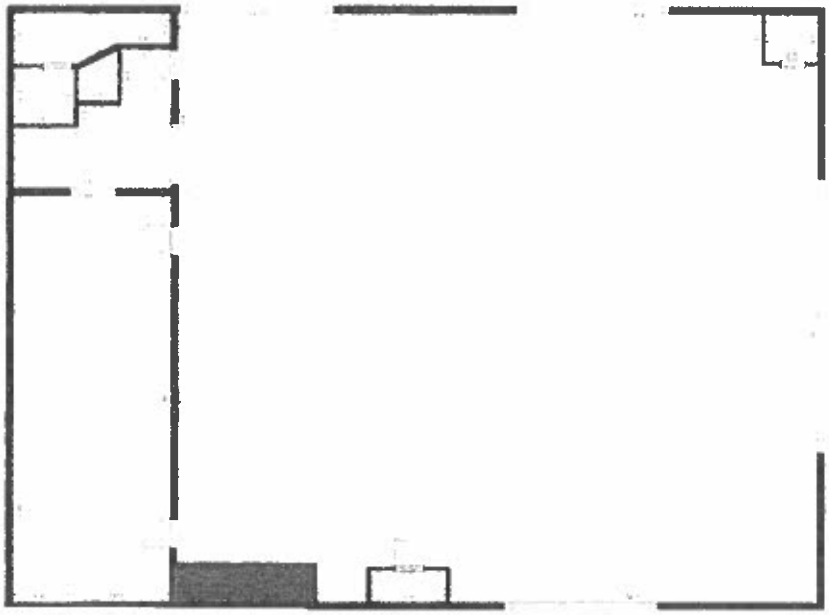

PROTECTED AREA
WESTERLY LIMITS OF SECTION 21, TOWNSHIP 67 SOUTH, RANGE 26 EAST, MONROE COUNTY, FLORIDA
NATIONAL WILDLIFE REFUGE
GULF OF MEXICO
MHWL EL.=1.40
MHWL EL.=1.40
NORTH 597.61'
Access Rd
Area Deleted per Staff
CBS BUILDING F.FL. 8.03
CBS BUILDING F.FL. 7.94
CBS BUILDING F.FL. 8.06
Cedar Lake Fence
0.0' CLEAR
EXISTING LOW AREA
Plantings for Landscaping Purposes Only
Chain Link Fence
SOUTH 636.26'
EXTRA H/D
TRANSFORMERS
TOTAL CONNECTED KW
SECTION CORNER BOLT LOC. AND PK. TOWNSHIP 67 SOUTH, RANGE 26 EAST, MONROE COUNTY FLORIDA
EXH. A
11/25/21 ARA
05/05/21 ARA

Exhibit A - building interior

LEVEL 2 - LOFT



LEVEL 1



COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: C27
2023-2123

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Approval of a Resolution and Release of State Housing Initiative Partnership (SHIP) Program Mortgage Lien executed by Eric and Nicole DeFilippo, to write-off a SHIP Second Leasehold Mortgage in the amount of $45,000.00 due to foreclosure.

ITEM BACKGROUND:

Approval of a Resolution and Release of State Housing Initiative Partnership (SHIP) Program Mortgage Lien executed by ERIC AND NICOLE DEFILIPPO, to write-off a SHIP Second LEASEHOLD Mortgage in the amount of $45,000.00 due to foreclosure. The SHIP Mortgage position was not protected as there was not sufficient equity to allow for a recovery.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Recommend Approval

DOCUMENTATION:

NOTICE OF ASSIGNMENT OF BID.pdf
DEFILIPPO FINAL JUDGEMENT OF FORECLOSURE 3.19.2009.pdf
DEFILIPPO E & N LIS PENDENS 8.11.08.pdf
FINAL JUDGEMENT OF FORECLOSURE 3.24.09.pdf
DEFILIPPO E & N RECD MORTG.pdf
Defilippo E & N certificate of title.pdf

Complaint and Notice of Lis Pendens 2008-CA 1264 K 8 22 08.pdf
DEFILIPPO CERTIFICATE OF SALE $100.pdf
DEFILIPPO_E__N_FORECLOSURE_RESOLUTION_final_approved.pdf
DEFILIPPO E N RELEASE OF MORTGAGE (003).pdf

FINANCIAL IMPACT:
N/A

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

Doc# 1738474 04/17/2009 9:41AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

CASE NO. 08-CA-1264-K

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

Doc# 1738474
Bk# 2408 Pg# 1928

NOTICE OF ASSIGNMENT OF BID

COMES NOW, the Plaintiff, by and through the undersigned counsel, and as winning bidder at the clerk's sale held on April 15th, 2009, hereby assigns the winning bid to OB Keys, LLC, whose EIN # is [redacted] and whose mailing address is PO Box 413040, Naples, Florida, 34101.

DATED this 15th day of April, 2009

Respectfully submitted,

CUNNINGHAM, MILLER P.A.
Attorneys for Plaintiff
Post Office Box 500938
Marathon, Florida 33050
Tel (305) 743-9428
Fax (305) 743-8800

BY: _____
CHRISTOPHER S. NELSON, ESQ.
Fla. Bar No. 10704
cnelson@floridakeyslaw.com

FILED FOR RECORD
2009 APR 16 PM 4:32
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

MONROE COUNTY
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

Doc# 1735486 03/24/2009 12:23PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1735486
Bk# 2405 Pg# 1085

CASE NO. 08 CA 1264-KW

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

FILED FOR RECORD
2009 MAR 19 AM 11:35
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

FINAL JUDGMENT OF FORECLOSURE

This action was brought before the court on the Plaintiff's Motion for Entry of Final Judgment of Foreclosure. On the evidence presented,

IT IS HEREBY ORDERED ADJUDGED THAT:

1. Service of process was properly effected on all named Defendants herein, and the court is properly vested with jurisdiction of the subject matter and personal jurisdiction over the Defendants.

2. The Plaintiff, ORION BANK's address is 12640 Overseas Highway, Marathon, Florida, 33050. The Law Firm of Cunningham, Miller, and Williams, P.A., counsel for Plaintiff, maintains an office at 2975 Overseas Highway, Marathon, Florida, 33050.

3 Plaintiff, ORION BANK, is due $240,261.84 as principal, $10,790.47 as interest to date of this judgment, $300.00 for title search expense, $1,897.50 for attorney fees with $485.00 for court costs now taxed under the note and mortgage sued on in this action making a total sum of **$253,781.34** , to bear interest at the rate of 8 percent a year.

4. Plaintiff holds a lien for the total sum superior to any claim or estate of defendants, on the following described property in County, Florida:

BLK 2 PT LTS 11 & 12AMD PLAT LINCOLN MANOR EST

PB5-62 (A/K/A UNIT 29 PARK VILLAGE HOMEOWNERS

ASSOC) OR2287-1748DEC OR2314-1993/98

5. If the total sum with interest at the rate described in paragraph 1 above and all costs accrued subsequent to this judgment are not paid, the clerk of this court will sell the property at public sale on ____, ~~between~~ April 15, 2009 ~~and~~ at 11:00 AM to the highest bidder for cash, except as prescribed in paragraph 4 below, at the door of the courthouse in Monroe County in Marathon, Florida, in accordance with Section 45.031 of the Florida Statutes.

6. Plaintiff will advance all subsequent costs of this action and be reimbursed for them by the clerk of this court if plaintiff is not the purchaser of the property for sale. If plaintiff is the purchaser, the clerk will credit plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

7. On filing the certificate of title the clerk will distribute the proceeds of the sale, so far as they are sufficient by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorney fees; fourth, the total sum due to plaintiff, less the items paid plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

8. On filing the certificate of title, defendant and all persons claiming under or against defendant since the filing of the notice of lis pendens will be foreclosed of all estate or claim in the property and the purchaser at the sale will be let into possession of the property.

9. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

10. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

11. IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, [INSERT INFORMATION FOR APPLICABLE

COURT] WITHIN 10 (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

12. IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT (INSERT LOCAL OR NEAREST LEGAL AID OFFICE AND TELEPHONE PHONE NUMBER) TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT (NAME OF LOCAL OR NEAREST LEGAL AID OFFICE) FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

13. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, writs of possession and deficiency judgment.

ORDERED in Key West in Monroe County, Florida on March 10, 2009

Mark A. Jones

The Honorable Mark Jones
Circuit Court Judge

Copies furnished to:
Christopher S. Nelson, Esq., Attorney for Plaintiff
All Named Defendants

Doc# 1735486
Bk# 2405 Pg# 1087

Return To:
FIRST AMERICAN TITLE

2409 N. ROOSEVELT, , KEY
WEST, FL 33040

This document was prepared by:
Naomi Stockley

ORION BANK, 3838 Tamiami Tr.
N., Naples, FL 34103

Doc# 1527470 07/11/2005 1:10PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

07/11/2005 1:10PM
INTANGIBLE TAX CL: PW $296.00
MORTGAGE DOC STAMP CL: PW $518.00

Doc# 1527470
Bk# 2131 Pg# 203

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated June 28th, 2005 , together with all Riders to this document.
(B) **"Borrower"** is
John R Jop, a single man,

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is ORION BANK

Lender is a state member bank
organized and existing under the laws of the State of Florida .

13930-3101

Doc# 1735486
Bk# 2405 Pg# 1088

Lender's address is 3838 Tamiami Tr. N., Naples, FL 34103

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated June 28th, 2005
The Note states that Borrower owes Lender
One Hundred Forty Eight Thousand and 00/100 Dollars
(U.S. $148,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1st, 2035
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction]
of Monroe [Name of Recording Jurisdiction]:
Condominium Parcel: Lot 51, SEASIDE RESORTS, INC., A Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 806, Page 166, as amended from time to time, of the Public Records of Monroe County, Florida.

Parcel ID Number: 00121762-00510 which currently has the address of
55 Boca Chica Rd [Street]
Key West [City], Florida 33040 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

13930

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

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any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

Doc# 1527470
Bk# 2131 Pg# 217

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

Melinda A. Walden

PATRICIA HAAS

John R Jop (Seal) -Borrower

1409 Flagler Ave, Key West,FL 33040 (Address)

(Seal) -Borrower

, , (Address)

(Seal) -Borrower

(Seal) -Borrower

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Doc# 1735486
Bk# 2405 Pg# 1102

Doc# 1527470
Bk# 2131 Pg# 218

STATE OF FLORIDA, Monroe County ss:

The foregoing instrument was acknowledged before me this June 28th, 2005 by John R Jop, a single man

who is personally known to me or who has produced Drivers License as identification.

MELINDA A. WALDEN
MY COMMISSION # DD 028069
EXPIRES: August 23, 2005
Bonded Thru Notary Public Underwriters

Notary Public

Doc# 1735486
Bk# 2405 Pg# 1103

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 28th, 2005 [Date] Naples [City] Florida [State]

55 Boca Chica Rd, Key West, FL 33040 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 148,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is ORION BANK

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on August, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at ORION BANK, 3838 Tamiami Tr. N., Naples, FL 34103 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 875.48. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

Doc# 1735486
Bk# 2405 Pg# 1104

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2010 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and 25/100 percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.875 % or less than 3.875 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as

Doc# 1735486
Bk# 2405 Pg# 1106

this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

John R Jop (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

Doc# 1735486
Bk# 2405 Pg# 1107

[Sign Original Only]

13930

MONROE COUNTY
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

Doc# 1707433 08/11/2008 10:01AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

-vs-

CASE NO. 2008 CA 1264 K

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

Doc# 1707433
Bk# 2375 Pg# 1271

NOTICE OF LIS PENDENS

TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff against you seeking to foreclose a mortgage on the following property in Monroe County, Florida:

BLK 2 PT LTS 11 & 12AMD PLAT LINCOLN MANOR EST

PB5-62 (A/K/A UNIT 29 PARK VILLAGE HOMEOWNERS

ASSOC) OR2287-1748DEC OR2314-1993/98

Including the buildings, appurtenances, and fixtures located thereon.

DATED: August 8th, 2008

CUNNINGHAM, MILLER, & WILLIAMS, P.A.
Attorneys for Plaintiff

By: _____
CHRISTOPHER S. NELSON, ESQ.
Florida Bar #: 10704
P.O. Box 500938
Marathon, Florida 33050
Tel. (305) 743-9428
Fax.(305) 743-8800
cnelson@floridakeyslaw.com

MONROE COUNTY
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

Doc# 1735486 03/24/2009 12:23PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1735486
Bk# 2405 Pg# 1085

CASE NO. 08 CA 1264-KW

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

FILED FOR RECORD
2009 MAR 19 AM 11:35
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

FINAL JUDGMENT OF FORECLOSURE

This action was brought before the court on the Plaintiff's Motion for Entry of Final Judgment of Foreclosure. On the evidence presented,

IT IS HEREBY ORDERED ADJUDGED THAT:

1. Service of process was properly effected on all named Defendants herein, and the court is properly vested with jurisdiction of the subject matter and personal jurisdiction over the Defendants.

2. The Plaintiff, ORION BANK's address is 12640 Overseas Highway, Marathon, Florida, 33050. The Law Firm of Cunningham, Miller, and Williams, P.A., counsel for Plaintiff, maintains an office at 2975 Overseas Highway, Marathon, Florida, 33050.

3 Plaintiff, ORION BANK, is due $240,261.84 as principal, $10,790.47 as interest to date of this judgment, $300.00 for title search expense, $1,897.50 for attorney fees with $485.00 for court costs now taxed under the note and mortgage sued on in this action making a total sum of **$253,781.34** , to bear interest at the rate of 8 percent a year.

4. Plaintiff holds a lien for the total sum superior to any claim or estate of defendants, on the following described property in County, Florida:

BLK 2 PT LTS 11 & 12AMD PLAT LINCOLN MANOR EST

PB5-62 (A/K/A UNIT 29 PARK VILLAGE HOMEOWNERS

ASSOC) OR2287-1748DEC OR2314-1993/98

5. If the total sum with interest at the rate described in paragraph 1 above and all costs accrued subsequent to this judgment are not paid, the clerk of this court will sell the property at public sale on _____, ~~between~~ April 15, 2009 ~~and~~ at 11:00 AM to the highest bidder for cash, except as prescribed in paragraph 4 below, at the door of the courthouse in Monroe County in Marathon, Florida, in accordance with Section 45.031 of the Florida Statutes.

6. Plaintiff will advance all subsequent costs of this action and be reimbursed for them by the clerk of this court if plaintiff is not the purchaser of the property for sale. If plaintiff is the purchaser, the clerk will credit plaintiff's bid with the total sum with interest and cost accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

7. On filing the certificate of title the clerk will distribute the proceeds of the sale, so far as they are sufficient by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorney fees; fourth, the total sum due to plaintiff, less the items paid plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

8. On filing the certificate of title, defendant and all persons claiming under or against defendant since the filing of the notice of lis pendens will be foreclosed of all estate or claim in the property and the purchaser at the sale will be let into possession of the property.

9. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

10. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

11. IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, [INSERT INFORMATION FOR APPLICABLE

COURT] WITHIN 10 (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

12. IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT (INSERT LOCAL OR NEAREST LEGAL AID OFFICE AND TELEPHONE PHONE NUMBER) TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT (NAME OF LOCAL OR NEAREST LEGAL AID OFFICE) FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

13. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, writs of possession and deficiency judgment.

ORDERED in Key West in Monroe County, Florida on March 10, 2009

Mark A. Jones

The Honorable Mark Jones
Circuit Court Judge

Copies furnished to:
Christopher S. Nelson, Esq., Attorney for Plaintiff
All Named Defendants

Doc# 1735486
Bk# 2405 Pg# 1087

Return To:
FIRST AMERICAN TITLE

2409 N. ROOSEVELT, , KEY
WEST, FL 33040

This document was prepared by:
Naomi Stockley

ORION BANK, 3838 Tamiami Tr.
N., Naples, FL 34103

Doc# 1527470 07/11/2005 1:10PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

07/11/2005 1:10PM
INTANGIBLE TAX CL: PW $296.00
MORTGAGE DOC STAMP CL: PW $518.00

Doc# 1527470
Bk# 2131 Pg# 203

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MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated June 28th, 2005 , together with all Riders to this document.
(B) **"Borrower"** is
John R Jop, a single man,

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is ORION BANK

Lender is a state member bank
organized and existing under the laws of the State of Florida .

13930-3101

Doc# 1735486
Bk# 2405 Pg# 1088

Lender's address is 3838 Tamiami Tr. N., Naples, FL 34103

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated June 28th, 2005
The Note states that Borrower owes Lender
One Hundred Forty Eight Thousand and 00/100 Dollars
(U.S. $148,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1st, 2035
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction]
of Monroe [Name of Recording Jurisdiction]:
Condominium Parcel: Lot 51, SEASIDE RESORTS, INC., A Condominium together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 806, Page 166, as amended from time to time, of the Public Records of Monroe County, Florida.

Parcel ID Number: 00121762-00510 which currently has the address of
55 Boca Chica Rd [Street]
Key West [City], Florida 33040 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

13930

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

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any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

Melinda A. Walden

PATRICIA HAAS

John R Jop (Seal) -Borrower

1409 Flagler Ave, Key West,FL 33040 (Address)

_____ (Seal) -Borrower

, , (Address)

_____ (Seal) -Borrower

, , (Address)

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, , (Address)

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Bk# 2405 Pg# 1102

Doc# 1527470
Bk# 2131 Pg# 218

STATE OF FLORIDA, Monroe County ss:

The foregoing instrument was acknowledged before me this June 28th, 2005 by John R Jop, a single man

who is personally known to me or who has produced Drivers License as identification.

MELINDA A. WALDEN
MY COMMISSION # DD 028069
EXPIRES: August 23, 2005
Bonded Thru Notary Public Underwriters

Notary Public

Doc# 1735486
Bk# 2405 Pg# 1103

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 28th, 2005 [Date] Naples [City] Florida [State]

55 Boca Chica Rd, Key West, FL 33040 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 148,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is ORION BANK

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on August, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at ORION BANK, 3838 Tamiami Tr. N., Naples, FL 34103 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 875.48. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2010 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and 25/100 percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.875 % or less than 3.875 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as

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this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

John R Jop _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

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[Sign Original Only]

13930

MONROE COUNTY
OFFICIAL RECORDS

This instrument was prepared by:
Monroe County Housing Authority
1400 Kennedy Drive
Key West, FL 33040

Doc# 1657885 08/14/2007 2:15PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

08/14/2007 2:15PM
MORTGAGE DOC STAMP CL: PW $157.50

THIS LEASEHOLD MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUE 420.513

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS SECOND LEASEHOLD MORTGAGE.

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SECOND LEASEHOLD MORTGAGE

(Due on Sale, Refinancing or Rental)

COUNTY OF MONROE
SHIP HOMEBUYER ASSISTANCE LOAN
AFFORDABLE HOUSING PERMIT 06104271 PROPERTY

This second leasehold mortgage is made this 10th **day of August, 2007**, between the Mortgagor, **ERIC and NICOLE DEFILIPPO,** a married couple, (herein the "Borrower,") and the Mortgagee, the **COUNTY OF MONROE**, an agency and instrumentality of the State of Florida, whose address is Monroe County Courthouse, 500 Whitehead Street, Key West, Florida 33040 (herein the "Lender.")

WHEREAS, the Borrower has applied to **ORION BANK** the ("Participant") for a loan for the purchase of the Property (as defined herein,) which Mortgage Loan shall be secured by a First Leasehold Mortgage lien (the "First Mortgage") in favor of Participant. The Borrower has applied to the Monroe County State Housing Initiatives Program (SHIP) for a Homebuyer Assistance Loan in the original principal amount of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** the "Loan". The Borrower along with her family, intends to reside as a household in the Property (as defined herein,) which Property is a single-family residence, and

WHEREAS, the Borrower is indebted to Lender in the principal sum of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **August** 10th**, 2007** and extensions and renewals thereof (herein "Note,") providing for payment of principal indebtedness if not sooner paid, due and payable on **August** 10th**, 2037**.

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note: the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained the Borrower does hereby mortgage, grant and convey to Lender all of Borrower's leasehold estate in (but none of its obligations with respect to, and none of the right, title or interest of any other party in or with respect to) the following described property located in the County of Monroe, State of Florida:

PARCEL NO. 29, of Park Village, according to the Declaration of Protective Covenants, Restrictions and Easements of Park Village, as recorded in Official Records Book 2287 at Pages 1748-1804 of the Public Records of Monroe County, Florida, and any amendments thereto and more particularly described by metes and bounds as follows:

Unit 29 of PARK VILLAGE HOMEOWNERS' ASSOCIATION, INC.;
A Parcel of land being part of Lots 11 & 12, Block 2, AMENDED PLAT LINCOLN MANOR ESTATES, as recorded in Plat Book 5, at Page 62, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:
Commencing at the intersection of the Northerly right of way line of Seventh Avenue and the Westerly right of way line of Fifth Street and run thence Westerly along the Northerly right of way line of Seventh Avenue for a distance of 262.88 feet; thence Northerly and at right angles for a distance of 6.92 feet to the Point of Beginning; thence continue Northerly for a distance of 16.45 feet; thence Easterly and at right angles for a distance of 0.70 feet to the Southerly extension of the centerline of the party wall between Units 29 and 30 of

Units 29 and 30 of PARK VILLAGE HOMEOWNERS' ASSOCIATION, INC.; thence Northerly and at right angles along the centerline and extensions of the said party wall for a distance of 54.00 feet; thence Westerly and at right angles for a distance of 23.00 feet; thence Southerly and at right angles for a distance of 70.62 feet; thence Easterly with a deflection angle of 90°26'00" to the left for a distance of 22.30 feet back to the Point of Beginning. (Certificate no. 1118175)

SUBJECT TO that certain Ground Lease by and between Monroe County ("Lessor") and Park Village, LLC, a Florida limited liability company ("Lessee"), dated August 19, 2006 and recorded on October 4, 2006 in Official Records Book 2242 at page 754, Public Records of Monroe County, Florida, and any amendments thereof ("Ground Lease"), and subject to easements and restrictions of record.

Which has the address of: **48 Sixth Avenue, Key West, FL 33040**
(herein the "Property Address:")

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TOGETHER with all right, title and interest of Borrower to the use, occupancy, possession and enjoyment of said real property, howsoever created or established, including without limitation, pursuant to any agreements, stipulations and rights constituting a basis for such occupancy, possession, use and enjoyment to which Borrower and/or others and their respective successors and assigns, may be a party, together with the leasehold interest in the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are hereinafter referred to as the "Property."

BORROWER COVENANTS that the Property is owned in fee simple by Monroe County; however, said Property is leased to Park Village, LLC, a Florida limited liability company, pursuant to that certain Ground Lease described above, a true and correct copy of which has been provided to Lender. Park Village, LLC has created that development known as Park Village, pursuant to that certain Declaration of Protective Covenants, Restrictions, Easements of Park Village, according to the Declaration thereof, as recorded in Official Records Book 2287 at Page 1748-1804, Public Records of Monroe County, Florida (the "Declaration"), Park Village has been created on leasehold property leased pursuant to the Ground Lease. Borrower's exclusive possessory interest therein being derived from a Parcel Sublease **dated** 8-10-07, by and between Park Village, LLC, as sublessor and Borrower, as sublessee (together with all amendments, modifications, renewals, extensions or replacements, the "Parcel Sublease"), a true, correct, and complete copy of which has been provide to Lender. Borrower covenants that the Parcel Sublease is in full force and effect. Borrower has valid leasehold title to the Property hereby conveyed subject to the matters set forth in the Ground Lease, and Borrower has the right under the Parcel Sublease to mortgage, grant and convey the Property subject to the restrictions provided in the Ground Lease. Borrower covenants that Borrower's Interest in the Parcel Sublease is not subject to any liens or encumbrances, except for the mortgage lien of the First Mortgage in favor of Participant, and for other encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the leasehold title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record .

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note attached as **Exhibit A**.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Leasehold. Borrower will promptly pay when due all rents, charges, and other sums or amounts required to be paid by Borrower as lessee under the Ground Lease and Parcel

Sublease. Borrower will further keep and perform all of the material covenants, terms and provisions of the Ground Lease and Parcel Sublease that impose any obligations on Borrower as sublessee under the Ground Lease or Parcel Sublease. All rents, additional rents, percentage rents and all other material charges payable under the Ground Lease and Parcel Sublease have been paid to the extent that they were payable prior to the date hereof.

Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under the Ground Lease and Parcel Sublease; Borrower shall also require the subtenants of Borrower, if any, to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under the Ground Lease and Parcel Sublease; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in the event of default thereof the Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of the Ground Lease and/or Parcel Sublease, and to add any expense incurred in connection therewith to the debt secured hereby, subject to the limitations set forth in the Ground Lease. The Borrower shall not, without the consent of the Lender, consent to the modification, amendment, cancellation, termination or surrender of the Ground Lease and/or Parcel Sublease. Borrower will not do or permit to be done anything under the Ground Lease or Parcel Sublease, the doing of which, or refrain from so doing anything, the omission of which, will impair or tend to impair the security of this Leasehold Mortgage.

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No release or forbearance of any of Borrower's obligation under any such Ground Lease or Parcel Sublease shall release Borrower from any of its obligations under this Mortgage.

4. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the Lender may require and in such amounts and for such period as the Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (30.) days from the date notice mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of the Ground Lease and Parcel Sublease. Borrower covenants that no notice of default exists under the Ground Lease or Parcel Sublease, that Borrower will promptly notify Lender in writing of any notice of default that Borrower sends to Monroe County under the Ground Lease or Park Village, LLC under the Parcel Sublease, and that Borrower will promptly send to Lender a true copy of any notice of default served on Borrower by Monroe County under the Ground Lease or Park Village, LLC under the Parcel Sublease. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, the First Mortgage, the Ground Lease or the Parcel Sublease, or if any action or proceeding is commenced that materially affects the Lender's interest in the Property, then the Lender, at the Lender's option upon notice to the Borrower,

may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property.

Any amounts disbursed by the Lender pursuant to this Paragraph 6, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage (subject to the terms of the Ground Lease). Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this Paragraph 6 shall require the Lender to incur any expense or take any action hereunder.

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7. Inspection. The Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor to the Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of the Ground Lease and any mortgage, deed of trust or to the security agreement with a lien that has priority over this Mortgage.

9. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in a manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured by this Mortgage notwithstanding either of the following: (a) the surrender, termination, cancellation, material modification, alteration, amendment, or sublease of the Ground Lease or Parcel Sublease; (b) the sale of all or a part of the premises by Monroe County, or assignment of Ground Lease by Park Village, LLC.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns for the Lender and the Borrower, subject to the provisions of Paragraph 15 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice of the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender and/or the Federal National Mortgage Association ("Fannie Mae") shall be given by certified or registered mail, postage prepaid, and if to the Lender at the Lender's address stated on page 1 hereof with a copy to Servicer, if to Fannie Mae, addressed to 950 East Paces Ferry Road, Atlanta, Georgia 31326, Attention: Loan Administration, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

12. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note

Note conflicts with applicable law, such conflict provision, and to this and the provisions of this Mortgage or the Note that can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement that Borrower enters into with the Participant, the Lender, at the Lender's option, may require Borrower to execute and deliver to the Lender, in a form acceptable to the Lender, as assignment of any rights, claims or defenses that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property/No Merger of Fee Simple and Leasehold. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

There will be no merger of the Ground Lease, the Parcel Sublease or the leasehold estate created by the Ground Lease and Parcel Sublease with the fee or other estate in the Property by reason of any of those interests, coming into common ownership, unless Lender consents in writing. Further, if Borrower acquires any interest in the fee or any other estate to the Property, then the lien of this Mortgage will simultaneously and without further action become extended to encumber Borrower's interest in the fee or other estate in addition to remaining a lien on Borrower's leasehold estate and Borrower agrees, upon request by Lender and of no cost to Lender, to execute, acknowledge and deliver to Lender all further instruments and documents that Lender reasonably believes to be appropriate to provide further evidence of the lien of this Mortgage on such fee or other interest.

16. Surrender, Termination or Modification of Lease. Borrower will not surrender the Parcel Sublease or its leasehold estate, nor terminate or cancel the Parcel Sublease, without obtaining the prior written consent of Lender nor will borrower make or consent to or suffer any material modification, change, supplement, amendment or alteration of any terms of the Ground Lease or Parcel Sublease without obtaining the prior written consent of Lender.

17. Acceleration; Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given provided in Paragraph 11 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

18. Remedies: Except as provided in Paragraph 15 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a SHIP Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to taking any defaults action including acceleration of this Mortgage, the Lender shall give notice to the Senior Lien Holder and to the Borrower as provided in Paragraph 11 hereof specifying (1) the breach (if the breach is curable; (2) the action required to cure such breach; (3) a date, not less than ten (10) days form the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defensive of Borrower to acceleration and foreclosure. Subject to the terms of the Ground Lease, the Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence,

documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums that would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Doc# 1657885
Bk# 2314 Pg# 2020

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due, subject to the terms of the Ground Lease. All rents collected by the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

23. Special SHIP Program Covenants, Representations. The Borrower covenants, represents, and warrants to the Lender that; (a) the Borrower along with his/her/their/ family, intends to reside as a household in the Property; (b) the Property is a single-family residence; (c) the Borrower's total annual family income at the time of its application for the Loan did not exceed the income limit by family size for eligibility to participate in the SHIP Program, (d) at least three percent (3%) of the required down payment must be paid by the Borrower from his or her own resources.

24. Principal Payment. Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this Mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest not to exceed the original First Mortgage principal and interest payment and such payment of principal and interest when combined with real-estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

25. Ground Lease Limitations. Borrower and Lender acknowledge the following limitations set forth in the Ground Lease:

a. The First Leasehold Mortgage and the SHIP Leasehold Mortgage encumbering the Property together shall not exceed ONE HUNDRED PERCENT (100%) of the maximum allowable sales price of the Property as set forth in the Affordable Restrictions (as defined in the Ground Lease).

b. The terms of the note, which is secured by this Leasehold Mortgage, shall not result in negative amortization unless approved by Monroe County.

c. Lender and any purchaser at foreclosure shall comply with the provisions of the Ground Lease.

d. Borrower and Lender acknowledge the terms set forth in Section 15.02(e) of the Ground Lease, which provide for an irrevocable assignment to Monroe County (or its assigns) of any and all net proceeds from the sale of any interest in the Property remaining after payment of costs of foreclosure and satisfaction of this Leasehold Mortgage to the extent such net proceeds exceed the net proceeds that Borrower would have received had the interests been sold pursuant to the Affordable Restrictions (as defined in the Ground Lease).

Doc# 1657885
Bk# 2314 Pg# 2021

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS $45,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND LEASEHOLDMORTGAGE.

Signed, sealed, and delivered in the presence of:

JOHN M. SPOTTSWOOD, JR.
Witness Signature

Printed Name:

Witness Signature

Printed Name: Patricia Weech

Borrower Signature

Address: 48 6th Ave Keywest FL 33040

Borrower Signature

Address:

STATE OF FLORIDA
COUNTY OF MONROE

Nicole DeFilippo

The foregoing was acknowledged before me this 10th day of August 2007 by Eric DeFilippo + Nicole DeFilippo, who is personally known to me or who has produced a valid driver license as identification and who did not take an oath.

Notary Signature

SEAL

PATRICIA WEECH
COMMISSION # DD 356595
EXPIRES October 25, 2008
Notary Public Underwriters

Printed Name: Patricia Weech

Commission Number:

My Commission Expires:

THIS MORTGAGE IS GIVEN TO MONROE COUNTY AND IS SUBJECT TO PAYMENT OF DOCUMENTARY STAMP TAXATION PURSUANT TO FLORIDA STATUTE 420.513

This instrument was prepared by:
Monroe County Housing Authority
1400 Kennedy Drive
Key West, FL 33040

Exhibit A

THIS PROMISSORY NOTE IS GIVEN TO MONROE COUNTY AND IS EXEMPT FROM TAXATION PURSUANT TO FLORIDA STATUES 199.183.

Doc# 1657885
Bk# 2314 Pg# 2022

PROMISSORY NOTE
COUNTY OF MONROE
SHIP HOMEBUYER ASSISTANCE LOAN
AFFORDABLE HOUSING PERMIT 06104271 PROPERTY

Date: August 10th, 2007 City: Key West State: Florida

Name: **ERIC DEFILIPPO**
Property Address: **48 Sixth Avenue, Key West, FL 33040**

1. **BORROWER'S PROMISE TO PAY**
I, ERIC DEFILIPPO, a married man, promise to pay **FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00)** (this amount will be called "principal") to the order of the COUNTY OF MONROE, as agency and instrumentality of the State of Florida, whose address is Monroe County Courthouse, 500 Whitehead Street, Key West, Florida 33040 (the "Lender,") or to any other holder of this Note. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. **INTEREST**
Interest on this Note shall be zero percent (0%) per annum; except that if I fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I pay it in full.

3. **PAYMENTS**
Principal payments shall be deferred for the term of the first mortgage loan or until the 10th **day of August, *2037*.** My total payment on the aforementioned date shall be **FORTY FIVE THOUSAND DOLLARS AND NO CENTS *($45,000.00)*.** In the event that I rent my home or refinance or satisfy the first mortgage loan, I agree to pay immediately the entire sum due under this Note. In the event that I sell or transfer the property, I agree to pay the sum due under this Note. I will make my payment at Lender's address as stated in Section I above or at a different place if required by the Note Holder.

4. **BORROWER'S PAYMENT BEFORE THEY ARE DUE**
I have the right to make payment in full on this Note at any time before it is due. Such payment is known as a "full payment." No partial prepayments can be made at any time on the principal of the loan. When I make full prepayment, I will tell the Note Holder in a letter that I am doing so.

5. **BORROWER'S FAILURE TO PAY AS REQUIRED**
(A) Default
If I do not pay the full amount as required in Section 3 above, I will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me to pay Holder's cost and expenses as described in (B) below.

(B) Payment of Note Holder's Costs and Expenses
If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its cost and expenses, including but not limited to reasonable attorney's fees.

6. **THIS NOTE SECURED BY A MORTGAGE**
In addition to the protections given to the Note Holder under this Note, a Second Leasehold Mortgage, dated **August** 10th, ***2007*** protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Second Leasehold Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

7. BORROWER'S WAIVER

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amount due (known as "presentment"); (B) to give notice that amounts have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest.") Any co-signer, guarantor, surety or endorser who agrees to keep the promises I have made in this Note by signing this Note or by executing a separate agreement to make payments to the Note Holder if I fail to keep my promises under this Note also waives these rights.

Doc# 1657885
Bk# 2314 Pg# 2023

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me at the Property address above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally, jointly and severally, obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. PRINCIPAL PAYMENT

Lender shall give the Borrower the right to negotiate a repayment schedule for 90 days after the last payment is due on the First Mortgage for all sums secured by this mortgage that have been deferred. The terms and conditions of the repayment schedule negotiated after the last payment is due on the First Mortgage shall provide for a below market interest rate, a term for up to thirty (30) years, a principal and interest payment and such payment of principal and interest when combined with real estate taxes and property insurance shall not exceed twenty five percent (25%) of the household income.

NOTICE TO BORROWER
DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Borrower _____ Date 8-10-07

Borrower _____ Date _____

(SIGN ORIGINAL ONLY)

THIS PROMISSORY NOTE IS GIVEN TO MONROE COUNTY AND IS EXEMPT FROM TAXATION PURSUANT TO FLORIDA STATUES 199.183.

MONROE COUNTY
OFFICIAL RECORDS

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

CASE NO. 44-2008-CA-001264-K

ORION BANK, a Florida Corporation,
Plaintiff

VS.

ERIC DEFILIPPO and NICOLE L DEFILIPPO, et. al.,
Defendant

FILED FOR RECORD
2009 APR 30 AM 11:46
DANNY L. KOLHAGE
CLERK MONROE

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he or she executed and filed a Certificate of Sale in this action on April 15, 2009, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Monroe County, Florida:

SEE ATTACHED LEGAL DESCRIPTION

Doc# 1740229 04/30/2009 11:58AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

was sold to: OB KEYS, LLC

c/o Cunningham, Miller, & Williams, P.A.

2975 Overseas Highway

Marathon, Florida 33050-0938

04/30/2009 11:58AM
DEED DOC STAMP CL: TRINA $0.70

Doc# 1740229
Bk# 2410 Pg# 1749

WITNESS MY HAND AND SEAL of this Court on April 30, 2009.

DANNY L. KOLHAGE
Clerk of the Court

By: _____
Deputy Clerk

BID AMOUNT: $ 100.00

DocH 1740229
Bk# 2410 Pg# 1750

BLK 2 PT LTS 11 & 12AMD PLAT LINCOLN MANOR EST PB5-62 (A/K/A UNIT 29 PARK VILLAGE HOMEOWNERS ASSOC) OR2287-1748DEC OR2314-1993/98

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO. 08-CA-1264-K

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

DocH 1740229
BkH 2410 PgH 1751

NOTICE OF ASSIGNMENT OF BID

COMES NOW, the Plaintiff, by and through the undersigned counsel, and as winning bidder at the clerk's sale held on April 15th, 2009, hereby assigns the winning bid to OB Keys, LLC, whose EIN # is [redacted] and whose mailing address is PO Box 413040, Naples, Florida, 34101.

DATED this 15th day of April, 2009

Respectfully submitted,

CUNNINGHAM, MILLER P.A.
Attorneys for Plaintiff
Post Office Box 500938
Marathon, Florida 33050
Tel (305) 743-9428
Fax (305) 743-8800

BY: _____
CHRISTOPHER S. NELSON, ESQ.
Fla. Bar No. 10704
cnelson@floridakeyslaw.com

FILED FOR RECORD
2009 APR 16 PM 4:32
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

MONROE COUNTY
OFFICIAL RECORDS

RECEIVED
AUG 22 2008
MONROE COUNTY ATTORNEY

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO. 2008-CA 1264 K

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

Tina Warren #101
Tina Warren
8-21-08
3:50pm
Mayor DiGennaro's Aff

SUMMONS

TO: Monroe County, by serving
Charles McCoy, County Mayor
530 Whitehead Street
Key West, Florida 33040

IMPORTANT

A lawsuit has been filed against you. You have **20 calendar days** after this summons is served on you to file a written response to the attached complaint/petition with the clerk of this circuit court and to the undersigned law firm. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your written response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the person named below.

CUNNINGHAM, MILLER & WILLIAMS, P.A.
Attorneys for Petitioner
Post Office Box 500938
Marathon, Florida 33050-0938
Tel.: (305) 743-9428
Fax: (305) 743-8800

IMPORTANTE

Usted ha sido demandado legalmente. Tien veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunto, por escrito, y presentaria ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su

defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, puedes perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado immediatamente. Si no conoce a un abogado puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona demoninada abajo como "Plaintiff/Plaintiff's Attorney." (Demandate o Abogado del Demanadante).

IMPORTANT

Des poursuites judiciaries ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de catte citation por deposer une response ecrite a la plainte ce-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre response ecrite, avec mention de numero de dossier ce-dessus et du nom des parties nommees ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre response ecrite dans le relai requis, vos resquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens puevent etre saisis par la suite, sans aucun preavis ulterieur do Tribulan. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse exrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint/petition in this lawsuit to the above named at address listed.

WITNESS my hand and the seal of this Court on the 8 day of Aug, 2008

DANNY L. KOLHAGE
As Clerk of the Court

By: /s/
as Deputy Clerk

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO.

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

NOTICE OF LIS PENDENS

TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff against you seeking to foreclose a mortgage on the following property in Monroe County, Florida:

BLK 2 PT LTS 11 & 12AMD PLAT LINCOLN MANOR EST PB5-62 (A/K/A UNIT 29 PARK VILLAGE HOMEOWNERS ASSOC) OR2287-1748DEC OR2314-1993/98

Including the buildings, appurtenances, and fixtures located thereon.

DATED: August 8th, 2008

CUNNINGHAM, MILLER, & WILLIAMS, P.A.
Attorneys for Plaintiff

By: _____
CHRISTOPHER S. NELSON, ESQ.
Florida Bar #: 10704
P.O. Box 500938
Marathon, Florida 33050
Tel. (305) 743-9428
Fax.(305) 743-8800
cnelson@floridakeyslaw.com

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO.

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

COMPLAINT

COMES NOW the Plaintiff, ORION BANK., a Florida Corporation, by and through the undersigned counsel, and sues the Defendants, stating in support thereof:

1. That this is an action to foreclose a mortgage on real property located in Monroe County, Florida.
2. That at all times material hereto, Plaintiff was a licensed Florida Corporation, conducting business in Monroe County, Florida, and otherwise sui juris.
3. That at all times material hereto, Defendants ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his wife ("Borrowers") were the lawful owners of the following real properties located in Monroe County, Florida more particularly described as:

BLK 2 PT LTS 11 & 12AMD PLAT LINCOLN MANOR EST PB5-62 (A/K/A UNIT 29 PARK VILLAGE HOMEOWNERS ASSOC) OR2287-1748DEC OR2314-1993/98

and hereinafter referred to as ("the property").

COUNT I

Plaintiff re-alleges paragraphs one through three above as if fully set forth herein, and further states

4. This is an action to re-establish and enforce lost instruments pursuant to Florida Statue Section 673.3091.

5. On or about the 10th day of August, 2007 in Monroe County, Florida, the Borrowers executed and delivered to the Plaintiff a promissory note secured by a mortgage in the principal amount of Two Hundred Forty One Thousand and no cents ($241,700.00), Attached hereto is a substantial copy of said note

6. Plaintiff owns and holds said notes by virtue of the endorsement/allonge and said mortgage by virtue of the endorsement, a copy of which is attached hereto.

7. The original promissory note and mortgage were lost or destroyed, the exact time and manner of said loss or destruction being unknown to Plaintiff.

8. Plaintiff was in possession of the promissory note and entitled to enforce it when the loss or possession occurred.

9. The loss of possession was not the result of a transfer by Plaintiff or a lawful seizure. Said notes are not in the custody or control of Plaintiff.

10. Plaintiff cannot reasonably obtain possession of the promissory note because its whereabouts cannot be determined.

11. The Defendants are the only persons known to Plaintiff who are interested for or against reestablishment of the subject note.

WHEREFORE, Plaintiff respectfully demands that this Court establish and enforce the attached exhibits.

COUNT II

Plaintiff re-alleges paragraphs one through three above, and further states:

12. This is an action to foreclose a mortgage on real property located in Monroe County, Florida.

13. On or about the 10th day of August, 2007, Borrowers, executed and delivered a promissory note and a mortgage securing payment of the note to plaintiff which was recorded on the 14th day of August, 2007 in Official Records Book 2314 at Page 1999 of the public records of Monroe County, Florida, and mortgaged the property described in the mortgage then owned by and in possession of the mortgagor, a copy of the mortgage is attached hereto as exhibit A.

14. Plaintiff owns and holds the note and mortgage.

15. The property is now owned by the Defendants, who hold possession.

16. Defendants have defaulted under the note and mortgage by failing to pay the payment due on May 1st, 2008, and all subsequent payments.

17. Plaintiff declares the full amount payable under the note and mortgage to be due, which totals Two Hundred Forty Thousand Two Hundred Sixty One Dollars and Eighty Four Cents ($240,261.84)

18. Defendant additionally owes Plaintiff interest due on principle on the note and mortgage from May 1st, 2008, Late Fees, and title search expense for ascertaining necessary parties to this action.

19. Plaintiff is obligated to pay Plaintiff's attorneys a reasonable fee for their services, in addition to the costs of suit.

20. Defendants JOHN DOE and JANE DOE, as unknown tenants in possession of the subject property claim a leasehold interest in the property, but the interest accrued after the recording of the Plaintiff's mortgage and is subservient to it.

21. The Borrowers, may claim a homestead interest in the property, but any claimed homestead interest is subservient to the Plaintiff's interest.

22. Defendant MONROE COUNTY may claim an interest in the property by way of a second mortgage on the property which was recorded on the 14th day of August, 2007 in the Official Records Book 2314, Page 2015 of Monroe County Florida, said lien was recorded after the Plaintiff's lien, and is subservient to it.

WHEREFORE, Plaintiff demands judgment foreclosing the mortgage, and if the proceeds of the sale are insufficient to pay Plaintiff's claim, a deficiency judgment to satisfy same, all fees and costs taxable by law and contract, and any other relief deemed necessary and just by the court.

Respectfully Submitted,
CUNNINGHAM, MILLER, & WILLIAMS, P.A.
Attorneys for Plaintiff

By:_____
CHRISTOPHER S. NELSON, ESQ.
Florida Bar #: 10704
P.O. Box 500938
Marathon, Florida 33050
Tel. (305) 743-9428
Fax.(305) 743-8800
cnelson@floridakeyslaw.com

DATED: August 6th, 2008.

Prepared By: Carol Stockley
Orion Bank
PO Box 413040
Naples, FL 34101-3040

Doc# 1657884 08/14/2007 2:15PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

08/14/2007 2:15PM
INTANGIBLE TAX CL: PW $483.40
MORTGAGE DOC STAMP CL: PW $845.95

Doc# 1657884
Bk# 2314 Pg# 1999

Leasehold Mortgage

THIS **LEASEHOLD MORTGAGE** made this **10th** day of **August, 2007**, between the Mortgagor **Eric Defilippo and Nicole L. Defilippo, husband and wife** (herein "Borrower"), and the Mortgagee, Orion Bank organized and existing under the laws of Florida, whose address Orion Bank, PO Box 413040, Naples, FL 34101-3040 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the Principal sum of U.S. **$241,700.00** which indebtedness is evidenced by Borrower's Note dated **August 10th, 2007** and extensions, modifications and renewal thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of Indebtedness, if not sooner paid, due and payable on **September 1, 2037.**

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender all of Borrower's leasehold estate in (but none of its obligations with respect to, and none of the right, title or interest of any other party in or with respect to) the following described Property located in the County of Monroe, State of Florida.

Parcel 29 of PARK VILLAGE, according to the Declaration of Protective Covenants, Restrictions and Easements and Assessments of PARK VILLAGE as recorded in Official Records Book 2287 at Page 1748, of the Public Records of Monroe County, Florida, more particularly described by metes and bounds as follows:

A Parcel of land being part of Lots 11 & 12, Block 2, AMENDED PLAT LINCOLN MANOR ESTATES, as recorded in Plat Book 5, at Page 62, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Northerly right of way line of Seventh Avenue and the Westerly right of way line of Fifth Street and run thence Westerly along the Northerly right of way line of Seventh Avenue for a distance of 262.88 feet; thence Northerly and at right angles for a distance of 6.92 feet to the Point of Beginning; thence continue Northerly for a distance of 16.45 feet; thence Easterly and at right angles for a distance of 0.70 feet to the Southerly extension of the centerline of the party wall between Units 29 and 30 of PARK

Records of Monroe County, Florida, and any amendments thereof ("Ground Lease"), and subject to easements and restrictions of record.

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Which address is **48 6th Avenue, Key West, FL 33040** (herein "Property Address").

TOGETHER with all right, title and interest of Borrower to the use, occupancy, possession and enjoyment of said real property, howsoever created or established, including without limitation, pursuant to any agreements, stipulations and rights constituting a basis for such occupancy, possession, use and enjoyment to which Borrower and/or others and their respective successors and assigns, may be a party, together with the leasehold interest in all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property are hereinafter referred to as the "Property".

Any Rider ("Rider") attached hereto and executed on even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part thereof.

Borrower covenants that the Property is owned in fee simple by **Monroe County**; however, said Property is leased to Park Village, LLC, a Florida limited liability company, pursuant to that certain Ground Lease described above, a true and correct copy of which has been provided to Lender. Park Village, LLC has created that development known as Park Village, pursuant to that certain Declaration of Protective Covenants, Restrictions, Easements of Park Village, according to the Declaration thereof, as recorded in Official Records Book 2287 at Page 1748, Public Records of Monroe County, Florida (the "Declaration"). Park Village has been created on leasehold property leased pursuant to the Ground Lease. Borrower's exclusive possessory interest therein being derived from a Parcel Sublease dated 8-10-07, by and between Park Village, LLC, as sublessor and Borrower, as sublessee (together with all amendments, modifications, renewals, extensions or replacements, the "Parcel Sublease"), a true, correct, and complete copy of which has been provided to Lender. Borrower covenants that the Parcel Sublease is in full force and effect. Borrower has valid leasehold title to the Property hereby conveyed subject to the matters set forth in the Ground Lease, and Borrower has the right under the Parcel Sublease to mortgage, grant and convey the Property subject to the restrictions provided in the Ground Lease. Borrower covenants that Borrower's Interest in the Parcel Sublease is not subject to any liens or encumbrances, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the leasehold title to the Property against all claims and demands, subject to encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. **Prior Mortgages and Deed of Trust; Charges;** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain

Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under the Ground Lease and Parcel Sublease; Borrower shall also require the subtenants of Borrower, if any, to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under the Ground Lease and Parcel Sublease; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in the event of default thereof the Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of the Ground Lease and/or Parcel Sublease, and to add any expense incurred in connection therewith to the debt secured hereby, subject to the limitations set forth in the Ground Lease. The Borrower shall not, without the consent of the Lender, consent to the modification, amendment, cancellation, termination or surrender of the Ground Lease and/or Parcel Sublease. Borrower will not do or permit to be done anything under the Ground Lease or Parcel Sublease, the doing of which, or refrain from so doing anything, the omission of which, will impair or tend to impair the security of this Leasehold Mortgage.

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No release or forbearance of any of Borrower's obligation under any such Ground Lease or Parcel Sublease shall release Borrower from any of its obligations under this Mortgage.

4. **Hazard Insurance.**

a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including but not limited to floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The Insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property in accordance with Section 8.

b) All Insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

c) Unless Lender and borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lenders security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the Insurance carrier has offered to settle a claim, then Lender may collect the Insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, draft and/or other instruments evidencing Insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within 30 days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said Instrument and/or documents(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

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e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 1 or change the amount of the payments. If under section 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall comply with the provisions of the Ground Lease and Parcel Sublease. Borrower covenants that no notice of default exists under the Ground Lease or Parcel Sublease, that Borrower will promptly notify Lender in writing of any notice of default that Borrower sends to Monroe County under the Ground Lease or Park Village, LLC under the Parcel Sublease, and that Borrower will promptly send to Lender a true copy of any notice of default served on Borrower by Monroe County under the Ground Lease or Park Village, LLC under the Parcel Sublease. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of Covenants creating or governing the condominium or planned unit development, the by-law and regulation of the condominium or planned unit development and constituent documents.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenant and agreements contained in this Mortgage or the Ground Lease or Parcel Sublease, or if any action or proceeding is commenced which materially affects Lender's interest in the property, then Lender, at Lender's option, upon notice to Borrower, may perform any obligations of Borrower related to the Property without waiving any other rights or releasing Borrower from the obligation which it has to perform. Make appearances, intervene or otherwise participate in any legal or equitable proceeding which affects any rights created by this Mortgage, make any and all payments required to be made by Borrower hereunder and disburse such sums, including reasonable attorney's fees and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of disbursal, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage (subject to the terms of the Ground Lease) unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall

paid to Lender subject to the terms of the Ground Lease and any mortgage, deed of trust or other security agreement with a lien which has priority over the Mortgage.

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9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured by this Leasehold Mortgage notwithstanding any of the following: (a) the surrender, termination, cancellation, material modification, alteration, amendment, or sublease of the Ground Lease or Parcel Sublease; (b) the sale of all or a part of the premises by Monroe County, or assignment of Ground Lease by Park Village, LLC (c) the assumption by another party of Borrower's obligations hereunder; (d) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent lessee of the Property; and (e) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"); (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage, (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

Any Successor in interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in the Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Notes as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Orion Bank, P.O. Box 413040, Naples, FL 34101-3040 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of jurisdiction in which the Property is located. The foregoing sentence

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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15. **No Merger of Fee Simple and Leasehold.** There will be no merger of the Ground Lease, the Parcel Sublease or the leasehold estate created by the Ground Lease and Parcel Sublease with the fee or other estate in the Property by reason of any of those interests, coming into common ownership, unless Lender consents in writing. Further, if Borrower acquires any interest in the fee or any other estate to the Property, then the lien of this Mortgage will simultaneously and without further action become extended to encumber Borrower's interest in the fee or other estate in addition to remaining a lien on Borrower's leasehold estate and Borrower agrees, upon request by Lender and of no cost to Lender, to execute, acknowledge and deliver to Lender all further instruments and documents that Lender reasonably believes to be appropriate to provide further evidence of the lien of this Mortgage on such fee or other interest.

16. **Surrender, Termination or Modification of Lease.** Borrower will not surrender the Parcel Sublease or its leasehold estate, nor terminate or cancel the Parcel Sublease, without obtaining the prior written consent of Lender nor will borrower make or consent to or suffer any material modification, change, supplement, amendment or alteration of any terms of the Ground Lease or Parcel Sublease without obtaining the prior written consent of Lender.

17. **Default; Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand of notice, notice of the exercise of such option being hereby expressly waived. Lender shall have the right to enter upon and take possession of the Property, collect therefrom rentals and after deducting all costs of collection and administrative expense, apply the net rental to any or all of the following in such order and amounts as Lender, in Lender's sole discretion, may elect; first, to the payments of any sums due under any prior lien; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said default, but no interest shall be collected beyond the date of said default; and fourth, the balance, if any, shall be paid over to Borrowers or to whomever then appears of record to be the leaseholder of said Property subject to the terms of the Ground Lease. The taking of possession and collection of rents by Lender shall not be construed to be an affirmation of the Parcel Sublease of all or any portion of the Property.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which then would be due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mort... (c) P...

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19. **Assignment of Rent; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under section 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or an event of default under section 17 hereof, or abandonment of the Property, Lender , in person or by agent, shall have the right, but not the duty, subject to the terms of the Ground Lease, to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due.

20. **Late Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then; (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment under the Note.

21. **Legislation.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.

22. **Satisfaction.** Upon payment of all sums secured by this Mortgage, the conveyance of the Property pursuant to this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

23. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances:

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Orion Bank, P.O. Box 413040, Naples, FL 34101-3040 of any default under the superior encumbrance and of any sale or other foreclosure action.

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24. **Receiver.** At any time after the occurrence of any event of default, Lender shall be entitled at its option to the appointment of a receiver of the Property. Such appointment may be made without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the value of the Property. Lender may be appointed as such receiver.

25. **Indemnity With Respect to Property Covered By this Mortgage.** Borrower will indemnify and save and hold Lender, and its directors, officers and employees, and each person, if any, who controls Lender (each such director, officer, employee and control person is referred to herein as an "indemnitee"), and any other agent of Lender harmless from and against any and all claims, damages, losses, liabilities, judgments or expenses (including all reasonable fees and disbursements of counsel with whom any of them may consult in connection therewith and all reasonable expenses of litigation or preparation therefore) which may be incurred or sustained by or asserted against any of them, directly or indirectly, in connection with the existence or exercise of any of Lender's rights with respect to the Property covered by this Mortgage; provided, however, that the foregoing shall not extend to any such claim, damage, loss, liability, judgment or expense caused by or resulting from any gross negligence, willful misconduct or action not taken in good faith by Lender or any other indemnitee.

26. **Bankruptcy.**

a) Borrower acknowledges that pursuant to Section 365 of the Bankruptcy Code, Title II, United States Code (as the same may be amended or recodified from time to time, the "Bankruptcy Code"), it is possible that a trustee in bankruptcy of Monroe County or Park Village, LLC, or Monroe County or Park Village, LLC as a debtors-in-possession, could reject the Ground Lease or Parcel Sublease, in which case Borrower as tenant would have the election described in Section365 (h)(1) of the Bankruptcy Code as currently in effect (which election, as it may be amended, revised or recodified from time to time, and together with any comparable right under any other state or federal law relating to the bankruptcy, reorganization or other relief for debtors, whether now or hereafter in effect, is called the "Election") to treat the Ground Lease and Parcel Sublease as terminated by such rejection or, in the alternative, to remain in possession for the balance of the term of the Parcel Sublease and any renewal or extension thereof that is enforceable by the tenant under applicable non-bankruptcy law.

b) Borrower agrees to the extent permitted by law, not to permit termination of the Ground Lease or Parcel Sublease by exercise of the Election without the prior written consent of Lender. In order to secure this covenant and as security for the Note, Borrower assigns the Election to Lender. Borrower acknowledges and agrees that this assignment of the Election is one of the rights which Borrower may use at any time in order to protect and preserve the other rights and interests of Borrower under this Mortgage.

c) Borrower acknowledges and agrees that the Election is in the nature of a remedy and is not a Property interest which Borrower can separate from the Ground Lease or Parcel Sublease. Therefore, Borrower agrees that exercise of the Election in favor of

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27. Borrower and Lender acknowledge the following limitations set forth in the Ground Lease:

a. This Leasehold Mortgage and any other mortgage encumbering the Property together shall not exceed ONE HUNDRED PERCENT (100%) of the maximum allowable sales price of the Property as set forth in the Affordable Restrictions (as defined in the Ground Lease).

b. The terms of the note, which is secured by this Leasehold Mortgage, shall not result in negative amortization unless approved by Monroe County.

c. Lender and any purchaser at foreclosure shall comply with the provisions of the Ground Lease.

d. Borrower and Lender acknowledge the terms set forth in Section 15.02(e) of the Ground Lease which provide for an irrevocable assignment to Monroe County (or its assigns) of any and all net proceeds from the sale of any interest in the Property remaining after payment of costs of foreclosure and satisfaction of this Leasehold Mortgage to the extent such net proceeds exceed the net proceeds that Borrower would have received had the interests been sold pursuant to the Affordable Restrictions (as defined in the Ground Lease).

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Witness Signature
JOHN M. SPOTTSWOOD, JR.

Witness Signature
Patricia Weech

SEAL)
Borrower: **Eric Defilippo**
Address: **48 6th Avenue**
Key West, FL 33040

SEAL)
Borrower: **Nicole L. Defilippo**
Address: **48 6th Avenue**
Key West, FL 33040

Witness Signature

SEAL)
Borrower:
Address:

Witness Signature

SEAL)
Borrower
Address

STATE OF
COUNTY OF

This foregoing instrument was acknowledged before me this April 10, 2007 by Eric

FIXED/ADJUSTABLE RATE NOTE

(LIBOR One-Year Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

August 10, 2007 [Date] | Key West [City] | Florida [State]

48 6th Avenue
Key West, FL 33040 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $241,700.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Orion Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.875%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on October 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1st, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2150 Goodlette Rd. , North Naples, FL 34101-3040 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $1,587.80. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of September 2014, and the adjustable interest rate I will pay may change on that day every 12th month thereafter.

The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 250/1000 percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.875 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Eric M Defilippo (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO.

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

SUMMONS

TO: Monroe County, by serving
Charles McCoy, County Mayor
530 Whitehead Street
Key West, Florida 33040

IMPORTANT

A lawsuit has been filed against you. You have **20 calendar days** after this summons is served on you to file a written response to the attached complaint/petition with the clerk of this circuit court and to the undersigned law firm. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your written response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the person named below.

CUNNINGHAM, MILLER & WILLIAMS, P.A.
Attorneys for Petitioner
Post Office Box 500938
Marathon, Florida 33050-0938
Tel.: (305) 743-9428
Fax: (305) 743-8800

IMPORTANTE

Usted ha sido demandado legalmente. Tien veinte (20) dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunto, por escrito, y presentaria ante este tribunal. Una llamada telefonica no lo protegera; si usted desea que el tribunal considere su

defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, puedes perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado immediatamente. Si no conoce a un abogado puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona demoninada abajo como "Plaintiff/Plaintiff's Attorney." (Demandate o Abogado del Demanadante).

IMPORTANT

Des poursuites judiciaries ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de catte citation por deposer une response ecrite a la plainte ce-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre response ecrite, avec mention de numero de dossier ce-dessus et du nom des parties nommees ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre response ecrite dans le relai requis, vos resquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens puevent etre saisis par la suite, sans aucun preavis ulterieur do Tribulan. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie au carbone ou une photocopie de votre reponse exrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint/petition in this lawsuit to the above named at address listed.

WITNESS my hand and the seal of this Court on the ____ day of _____ , 2008

DANNY L. KOLHAGE
As Clerk of the Court

By:_____
as Deputy Clerk

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO.

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

SUMMONS

TO: Jane Doe, as unknown tenant in possession of
48 6th Avenue
Key West, FL 33040

IMPORTANT

A lawsuit has been filed against you. You have **20 calendar days** after this summons is served on you to file a written response to the attached complaint/petition with the clerk of this circuit court and to the undersigned law firm. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your written response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

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Attorneys for Petitioner
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Marathon, Florida 33050-0938
Tel.: (305) 743-9428
Fax: (305) 743-8800

IMPORTANTE

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las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, puedes perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado immediatamente. Si no conoce a un abogado puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona demoninada abajo como "Plaintiff/Plaintiff's Attorney." (Demandate o Abogado del Demanadante).

IMPORTANT

Des poursuites judiciaries ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de catte citation por deposer une response ecrite a la plainte ce-jointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre response ecrite, avec mention de numero de dossier ce-dessus et du nom des parties nommees ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre response ecrite dans le relai requis, vos resquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens puevent etre saisis par la suite, sans aucun preavis ulterieur do Tribulan. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

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THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint/petition in this lawsuit to the above named at address listed.

WITNESS my hand and the seal of this Court on the ____ day of _____ , 2008

DANNY L. KOLHAGE
As Clerk of the Court

By:_____
as Deputy Clerk

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO.

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

SUMMONS

TO: John Doe, as unknown tenant in possession of
48 6th Avenue
Key West, FL 33040

IMPORTANT

A lawsuit has been filed against you. You have **20 calendar days** after this summons is served on you to file a written response to the attached complaint/petition with the clerk of this circuit court and to the undersigned law firm. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your written response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

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Attorneys for Petitioner
Post Office Box 500938
Marathon, Florida 33050-0938
Tel.: (305) 743-9428
Fax: (305) 743-8800

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THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint/petition in this lawsuit to the above named at address listed.

WITNESS my hand and the seal of this Court on the ____ day of _____ , 2008

DANNY L. KOLHAGE
As Clerk of the Court

By:_____
as Deputy Clerk

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO.

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

SUMMONS

TO: NICOLE L. DEFILIPPO
48 6th Avenue
Key West, FL 33040

IMPORTANT

A lawsuit has been filed against you. You have **20 calendar days** after this summons is served on you to file a written response to the attached complaint/petition with the clerk of this circuit court and to the undersigned law firm. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your written response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

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Attorneys for Petitioner
Post Office Box 500938
Marathon, Florida 33050-0938
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Fax: (305) 743-8800

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IMPORTANT

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THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint/petition in this lawsuit to the above named at address listed.

WITNESS my hand and the seal of this Court on the ____ day of _____ , 2008

DANNY L. KOLHAGE
As Clerk of the Court

By:_____
as Deputy Clerk

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

ORION BANK, a Florida Corporation,
Plaintiff,

CASE NO.

-vs-

ERIC DEFILIPPO and NICOLE L. DEFILIPPO, his Wife, MONROE COUNTY, JOHN DOE and JANE DOE, as unknown tenants in possession.
_____/

SUMMONS

TO: ERIC DEFILIPPO
48 6th Avenue
Key West, FL 33040

IMPORTANT

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Attorneys for Petitioner
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Marathon, Florida 33050-0938
Tel.: (305) 743-9428
Fax: (305) 743-8800

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THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint/petition in this lawsuit to the above named at address listed.

WITNESS my hand and the seal of this Court on the ____ day of _____, 2008

DANNY L. KOLHAGE
As Clerk of the Court

By:_____
as Deputy Clerk

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT IN AND FOR MONROE COUNTY, FLORIDA

Doc# 1738341 04/16/2009 10:09AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

CASE NO. 44-2008-CA-001264-K

ORION BANK, a Florida Corporation
Plaintiff

VS.

Doc# 1738341
Bk# 2408 Pg# 1520

ERIC DEFILIPPO, et al
Defendant

FILED FOR RECORD
2009 APR 15 PM 3:20
DANNY L. KOLHAGE
CLERK CIR. CT.
MONROE COUNTY, FL

CERTIFICATE OF SALE

The undersigned Clerk of the Court certifies that Notice of Public Sale of the property described in the Final Judgment was published in the Key West Citizen, a newspaper circulated in Monroe County, Florida, in the manner shown by the Proof of Publication attached, and on April 15, 2009.

See attached Legal Description

this property was offered for public sale to the highest and best bidder for cash. The highest and best bid received for the property was submitted by ORION BANK, a Florida Corporation, to whom the property was sold. The proceeds of the sale are retained for distribution in accordance with the Final Judgment.

WITNESS MY HAND AND SEAL of this Court on April 15, 20 09.

DANNY L. KOLHAGE
Clerk of the Court

By: _____
Deputy Clerk

Bid: $ 100.00

KEY WEST CITIZEN
The Florida Keys Only Daily Newspaper, Est. 1876
Cooke Communications, LLC
Florida Keys

Marsha F. Kirkwood
Advertising Coordinator

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33040-3328
Tel 305-292-1880
Fax 305-294-1699
sales@keywest.com

Middle Keys Office
6363 Overseas Hwy
Marathon, FL (MM 52.5)
33050-3342
Tel 305-743-8766
Fax 305-743-9977
marathon@keysnews.com

Upper Keys Office
91731 Overseas Hwy
Tavernier, FL 33070
Tel 305-853-7277
Fax 305-853-0556
freepress@floridakeys.com

STATE OF FLORIDA
COUNTY OF MONROE

Before the undersigned authority personally appeared Randy G. Erickson, who on oath says that he is Vice-President of Advertising Operations of the Key West Citizen, a daily newspaper published in Key West, in Monroe County, Florida;
that the attached copy of advertisement, being a legal notice in the matter of

Notice of Foreclosure
Docket #44-2008-CA-001264K

was published in said newspaper in the issue(s) of

March 27 & April 3, 2009.

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspaper has heretofore been continuously published in said Monroe County, Florida every day, and has been entered as second-class mail matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Doc# 1738341
Bk# 2408 Pg# 1521

FILED FOR RECORD
KEY WEST, FLORIDA
2009 APR -7 PM 1:38
DANNY L. KOLHAGE
CLERK OF CIRCUIT COURT
MONROE COUNTY, FLORIDA

Signature of Affiant

Sworn and subscribed before me this 3 day of April, 2009

Notary Public:

Marsha F. Kirkwood

Marsha F. Kirkwood

Expires: September 15, 2009 Notary Seal

Personally Known x Produced Identification _____
Type of Identification Produced _____

1688

NOTICE OF FORECLOSURE SALE BY CLERK OF THE CIRCUIT COURT

Notice is hereby given that the undersigned, Danny L. KOLHAGE, Clerk of the Circuit Court of Monroe County, Florida, will on the 15th day of April, 2009, at 11:00 A.M., at 500 Whitehead Street Monroe County, in the City of KEY WEST Florida, offer for sale, and sell at public outcry to the highest and best bidder for CASH the following described property situated in Monroe County, Florida to-wit:

[redacted]

Pursuant to the FINAL SUMMARY JUDGMENT entered in a case pending in said court, the style of which is:

[redacted] BANK, a Florida Corporation,
Plaintiff
vs.
[redacted] DIFILIPPO, et al,
Defendant

And the Docket Number of which is Number 44-2008-CA-001264-K

WITNESS my hand and the Official Seal of said Court, this 19 day of March, 2009.

Danny L. KOLHAGE
Clerk of the Circuit Court
Monroe County, Florida
By : Riza Tabag

Florida Statute 45.031: Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens must file a claim within 60 days after the sale.
March 27 & April 3, 2009

MONROE COUNTY
OFFICIAL RECORDS

RESOLUTION NO. ____ - 2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE WRITE-OFF OF A $45,000.00 SHIP SECOND MORTGAGE

WHEREAS, the Monroe County SHIP Program executed a SHIP Second Mortgage between the County and Eric and Nicole Defilippo in the amount of $45,000 on AUGUST 10, 2007, recorded on AUGUST 14, 2007, as Document #1657885, Book 2314, Page 2015 of the public records of Monroe County, Florida, secured by the property located at 48 Sixth Avenue, Key West, Florida, 33040, Parcel #29 of Park Village Homeowners' Association, Inc.; and

WHEREAS, the First Mortgagee (Orion Bank, a Florida Corporation), filed a foreclosure action on AUGUST 8, 2008, as well as Notice of Lis Pendens on August 8, 2008, Document #1707433, Book 2375, Page 1271; and

WHEREAS, a Final Judgement of Foreclosure was Ordered on March 10, 2009, sale by auction was set for April 15, 2009 and the property was sold to the highest bidder on April 15, 2009; and

WHEREAS, the SHIP Mortgage was unable to be satisfied as the proceeds from the sale were insufficient to allow for a recovery; and

WHEREAS, the First Mortgagee took title to the property on APRIL 15, 2009, Document 1738341, Book 2408, Page 1520; and

NOWTHEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Florida that the County hereby:

Authorizes the write-off of a SHIP Second Mortgage Loan in the amount of $45,000.00 formerly secured by the property located at 48 Sixth AVENUE, KEY WEST, FLORIDA 33040. Parcel #29 of Park Village Homeowners' Association.

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the ____ day of _____ 2024.

Mayor Holly Merrill Raschein	_____
Commissioner James K. Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

_____
Mayor Holly Merrill Raschein

MONROE COUNTY ATTORNEY'S OFFICE
Approved for form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

PREPARED BY/RETURN TO:
Monroe County SHIP Program
1100 Simonton St., Suite 1-196
Key West, FL 33040

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

RELEASE OF MORTGAGE OR LIEN

***Know All Men By These Presents**, that **Monroe County,** the owner(s) and holder(s) of a certain Mortgage Deed, executed on **AUGUST 10, 2007** by **ERIC AND NICOLE DEFILIPPO**, to Monroe County, Florida and recorded on **AUGUST 14, 2007, in Official Records Book 2314, Page 2015, as Document #1657885** in the office of the Clerk of the Circuit Court of Monroe County, State of Florida, securing certain Note in the principal sum of **FORTY-FIVE THOUSAND DOLLARS AND NO CENTS ($45,000.00)**, upon the property situate in said State and County described as follow, to-wit:*

PARCEL NO. 29, of Park Village, according to the Declaration of Protective Covenants, Restrictions and Easements of Park Village, as recorded in Official Records Book 2287 at Pages 1748-1804 of the Public Records of Monroe County, Florida, and any amendments thereto and more particularly described by metes and bounds as follows:

Unit 29 of PARK VILLAGE HOMEOWNERS' ASSOCIATION, INC.;
A Parcel of land being part of Lots 11 & 12, Block 2, AMENDED PLAT LINCOLN MANOR ESTATES, as recorded in Plat Book 5, at Page 62, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:
Commencing at the intersection of the Northerly right of way line of Seventh Avenue and the Westerly right of way line of Fifth Street and run thence Westerly along the Northerly right of way line of Seventh Avenue for a distance of 262.88 feet; thence Northerly and at right angles for a distance of 6.92 feet to the Point of Beginning; thence continue Northerly for a distance of 16.45 feet; thence Easterly and at right angles for a distance of 0.70 feet to the Southerly extension of the centerline of the party wall between Units 29 and 30 of PARK VILLAGE HOMEOWNERS' ASSOCIATION, INC.; thence Northerly and at right angles along the centerline and extensions of the said party wall for a distance of 54.00 feet; thence Westerly and at right angles for a distance of 23.00 feet; thence Southerly and at right angles for a distance of 70.62 feet; thence Easterly with a deflection angle of 90º26'00" to the left for a distance of 22.30 feet back to the Point of Beginning. (Certificate no. 1118175)

SUBJECT TO that certain Ground Lease by and between Monroe County ("Lessor") and Park Village, LLC, a Florida limited liability company ("Lessee"), dated August 19, 2006 and recorded on October 4, 2006 in Official Records Book 2242 at page 754, Public Records of Monroe County, Florida, and any amendments thereof ("Ground Lease"), and subject to easements and restrictions of record.

Which has the address of: **48 Sixth Avenue, Key West, FL 33040**
(herein the "Property Address:")

does hereby RELEASE and DISCHARGE said Note and Mortgage Deed and hereby direct KEVIN MADOK, CPA, the Clerk of the said Circuit Court, to cancel the same of record.

In Witness Whereof, Monroe County has caused this document to be executed as of this _____ day of _____ 2024.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Holly Merrill Raschein, Mayor

STATE OF FLORIDA
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____ 2024 by Holly Merrill Raschein, Mayor, known to me to be the person(s) described herein and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and who did not take an oath. Check one: ___ said person(s) is/are personally known to me. ___ said person(s) provided the following type of identification. _____.

Witness my hand and official seal in the County and State Last aforesaid this ____ day of _____, 2024.

_____
Notary Signature:

_____
Printed Name

_____
Commission No:

_____
Commission Expires:

Monroe County Attorney's Office
Approved as to form and legal sufficiency

_____
Christina Cory, Assistant County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: D1
2023-2093

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:

STAFF CONTACT: Ammie Machan 305-296-1552

AGENDA ITEM WORDING: Approval of an Agreement with Agricole Events, LLC in an amount not to exceed $20,000 DAC II FY 2024 Event Resources for The Key West Rum Festival Destination Event.

ITEM BACKGROUND:
DAC II approved at their meeting of December 5, 2023
TDC approved same at their meeting of December 19, 2023

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Key West Rum Fest Agreement.pdf

FINANCIAL IMPACT:
Line Item Number 115-75362-SC_00036

Destination Event Agreement

THIS Agreement is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida (County), and **Agricole Events LLC** (Event Contractor) on this ____ day of _____, 2024.

WHEREAS, The District Advisory Committee (DAC) has recommended to the Monroe County Tourist Development Council (TDC), which has endorsed the recommendation, that certain monies be allocated for promotion of an event, which has as one of its main purposes the attraction of tourists, by Event Contractors; and

WHEREAS, the DAC recommends allocation of funds for the **Key West Rum Festival** in **August 2024**.

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

1. Payment: The County agrees to pay up to **$20,000** (Twenty Thousand Dollars – Monroe County Tourist Development Council (TDC) District II Funding Allocation) effective on January 31, 2024 for **Key West Rum Festival on August 2024,** from tourist development tax funds (**see Exhibit C**). Of this amount, no more than 10% or $2,000 of the total allocated funds shall be expended on advertising media costs attributable to in-county placement. **The general non-allocated section of an event budget shall not exceed 15% of the total budget and may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. No amendments shall be made to Exhibit C after approval of agreement. A list of Acceptable Event Marketing Expenses is attached to the agreement as Exhibit A.**

2. Scope of Services: The Event Contractor agrees to provide the County with an event as specified below:

a) A five day Rum Festival to include Kick off party, tastings, strolls, culinary events and grand tasting event

3. Event Budget: Attached as Exhibit C. No amendments shall be made to Exhibit C after approval of agreement.

4. Invoicing: Event Contractor agrees to submit all invoices and supporting documentation, in accordance with generally accepted accounting principles, to the TDC administrative office, and as required by the County Clerks rules and policies no later than **October 30, 2024** unless the date of the event is amended upon approval of the Advisory Committee and TDC Director. Event Contractor shall not be reimbursed nor will Event Contractor's vendors be paid directly for any invoices received by the TDC administrative office after **October 30, 2024** unless the date of the event is amended upon approval of the Advisory Committee and TDC Director**,** and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received by the TDC administrative office on or before this reimbursement deadline date. To be eligible for reimbursement, the request for reimbursement and supporting documents (checks, invoices, credit card statements, bank statements, etc.) must show that the items were paid for directly by the same

entity named on the contract with the County. For clarification on reimbursements, please refer to the reimbursement packet provided to you upon execution of your funding agreement.

5. Expiration of Agreement: This agreement expires on **October 30, 2024** unless the date of the event is amended upon approval of the District Advisory Committee (DAC) and TDC Director and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date by the TDC administrative office.

6. Duties of Event Contractor: Event Contractor shall provide promotion and related services as described in paragraph 2 – Scope of Services and outlined in Exhibit C (Event Budget). All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County.

7. Accounting and Records: Event Contractor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event and shall permit County and its agents and employees' access to said records at reasonable times.

8. Modification: The event name, time & date of the event and Schedule of Activities may be amended upon written approval of the DAC and TDC Director. Any changes to said contract other than stated above require approval by the DAC, TDC and the County.

9. Reimbursement to County: Event Contractor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Contractor.

10. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the County reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance or nonperformance of the agreement terms or negligent performance of the agreement terms by the Event Contractor.

11. Non-Occurrence of Event: The Event Contractor shall give written notice to the TDC if it is found necessary to cancel an event. The notice shall contain the reason for the cancellation. If the event does not take place for any reason under control of Event Contractor except for those reasons in paragraph 22, then Event Contractor agrees to refund to the County any amounts already paid to them under this agreement and relieve the County from any further payments.

12. Claims and Venue: Event Contractor agrees to notify County immediately of any claims, suits or action made against the Event Contractor that is related to the activity under this agreement and will cooperate with County in the investigation arising as a result of any action, suit or claim related to this agreement. Any legal proceedings arising out of this agreement shall be in accordance with the laws of the State of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

13. Indemnification and Hold Harmless: The Event Contractor covenants and agrees to indemnify and hold harmless and defend Monroe County, its officers, employees and agents including the TDC and 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys from any and all claims for bodily injury (including death), personal injury and property damage (including property owned

by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided by Event Contractor, or other activities and funding associated with this agreement, except those losses or damages caused by the negligent or wrongful at or omission of County or its agents.

14. Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Event Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

15. Permits: The Event Contractor will secure all required permits, licenses and shall pay all appropriate business taxes.

16. Taxes: The County and TDC are exempt from Federal Excise and State of Florida Sales Tax, but this in no way exempts the Event Contractor from applicable Federal and State taxes.

17. Finance Charges: The County and TDC shall not reimburse, pay or be responsible for any finance charges.

18. Relation of County/TDC: It is the intent of the parties hereto that the Event Contractor shall be legally considered as an independent Event Contractor and that neither it nor its employees shall, under any circumstances, be considered employees, servants or agents of the County and TDC and the County and TDC shall at no time be legally responsible for any negligence on the part of said Event Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

19. Disclosure: The Event Contractor shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112 and Monroe County Code. The Event Contractor shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

20. Assignment: The Event Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its rights, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior written consent of the County.

21. Compliance with Laws - Nondiscrimination: County and Event Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Event Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4)

The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC ss. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

22. Force Majeure: The Event Contractor shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the Event Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the agreement. Upon demand of TDC or County, the Event Contractor must furnish evidence of the causes of such delay or failure. County shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

23. Governing Law/Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Event Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This agreement shall not be subject to arbitration.

24. Security Protection: The Event Contractor agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

25. Media Rights: The TDC shall have the right under this agreement to broadcast or rebroadcast, for any purpose whatsoever, radio, television, sound, video or film production, and still photographs, paid by the TDC and County, and produced by the TDC agencies of record.

26. **Logo**: **Logo Usage guidelines are attached to this agreement as Exhibit B.** All promotional literature and display advertising must display the “Big Pine Key and Florida’s Lower Keys” logo/trademark (**as per attached logo sample**). This logo/trademark was adopted by the TDC and County in April 2010.

27. Severability: If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

28. Authority: Each of the signatories for the Event Contractor below certifies and warrants that: a) the Event Contractor's name in the agreement is the full name of the person/entity or corporation as designated in its corporate charter, and b) they are empowered to act and execute the agreement for the Event Contractor and c) this agreement has been approved by the Event Contractor's governing board, as applicable to corporations or other appropriate authority.

29. Ethics Clause: The Event Contractor warrants that it has not employed, retained or otherwise had act on its behalf, any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former or present County officer or employee. The Event Contractors warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Event Contractor agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

31. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

32. Termination of Agreement: This agreement shall terminate on **October 30, 2024**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Event Contractor. The Grantor may terminate this agreement without cause upon giving written notice of termination to Event Contractor. The Grantor shall not be obligated to pay for any services or goods provided by Event Contractor after Event Contractor has received written notice of termination.

County may terminate this agreement without cause by providing written notice via the TDC administrative office to Event Contractor, through its officer, agent or representative, no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Contractor, through its officer, agent or representative, written notice at least seven (7) days prior to the effective date of the termination. Notice is deemed received by Event Contractor when hand delivered, delivered by national courier with proof of delivery, or by U.S. mail upon verified receipt or upon the date of refusal or non-acceptance of delivery.

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

For Event Contractor: Neil Lindley
Agricole Events, LLC
1310 Laird St.
Key West, FL 33040

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

And

Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

34. Miscellaneous: As used herein, the terms “contract” and “agreement” shall be read interchangeably.

35. COUNTY FORMS**:** By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and Non-Collusion Affidavit as set forth in more detail in this Agreement.

a) Ethics Clause**:** By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

b) Non Collusion Affidavit: GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this

bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

36. Entire Agreement: The parties agree that the agreement above constitutes the entire agreement between the County and Event Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

_____
As Deputy Clerk

_____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 2/1/24

Agricole Events, LLC

By _____
President

John Neil Gridley
Print Name

Date: 1 4 24

AND TWO WITNESSES

(1) Lawrence R. Durham

Print Name: LAWRENCE R. DURHAM

Date: 1 4 24

(2) Maureen M. Durham

Print Name: Maureen M Durham

Date: 1 4 24

Event Name: Key West Rum Festival
Destination Event: FY 2024 – 2nd Round
Contract ID#: 3161

Acceptable Event Marketing Expenses for Destination Events

Only the TDC expenses listed below may be included in the proposed budget. A general non-allocated line item is not to exceed 15% of the total budget and can only be utilized for acceptable TDC marketing items listed in this section. There cannot be more than a 10% deviation from the approved line item budget. The following are the only acceptable expenses:

Media Placement & Production Costs: Newspapers and magazines (inserts will also be considered), radio and TV. The TDC will pay for the following digital advertising on websites, website links, pre roll video, banners, mobile, social media promoted posts, and email blasts. Digital advertising links may go to the event website. The TDC Logo must be placed on all print, TV, websites, social media promoted posts, pre roll video, banners and email blasts. Radio advertising does not require the logo but all radio announcements must say "Brought to you by the Monroe County Tourist Development Council". No more than 10% of the total allocated funds shall be expended on advertising media costs attributable to in-county placement.

Promotional Signs: Posters and banners (hanging and displayed outdoors).

Promotional Items: T-shirts and hats*.

***Sales/Resale of TDC funded items:** Items funded, including creative and resulting work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC and as such may not be sold.

Direct Mail Promotions: Brochures, postcards and pamphlets including postage/shipping. This is a direct mail promotional brochure/postcard/pamphlet utilized for pre-event advertising.

Programs: TDC will pay up to fifty percent (50%) of the cost of production and printing of an event program showing scheduled activities and information on the event, as outlined in contract budget. TDC will pay up to fifty percent (50%) of the production only (no click through cost) for digital programs showing scheduled activities and information as outlined in the contract and contract budget. TDC will pay for print or digital programs, but not both.

Public Relations (PR): Print and electronic public relations materials for distribution to media, such as, but not limited to, press releases, public service announcements, photography and videography **as approved** by the public relations agency of record. Only permissible PR material produced by the TDC agency of record and/or a professional public relations agency shall be acceptable.

In-House Production: In-house production of any permissible expenditure will not be considered for reimbursement.

Event Marketing Reimbursement: TDC will only consider reimbursement of permissible marketing expenditures that highlight the special event versus the regular programming of a business, organization or the facility.

Amendments to Contract Budgets: No amendments to the line item budgets will be permitted after the contract has been reviewed and approved.

Event Name: Key West Rum Festival
Destination Event: FY 2024 – 2nd Round
Contract ID#: 3161

EXHIBIT B

Logo/Acknowledgement Usage Guidelines For District II Destination Events

Color ads four (4) color processing printing
Black & white ads shall include the Florida Keys and Key West logo in high resolution
Use on all printed material as listed under the Acceptable Event Marketing Expenses list
TV: logo must appear at the conclusion of commercial
Hats and t-shirts: must carry the "Big Pine and Florida's Lower Keys" Out-of-County logo

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council"

In-County Logo
The logo below indicating the "Monroe County Tourist Development Council" designation is to be utilized on in-county print newspaper and magazine ads, brochures, postcards, pamphlets, programs, posters, banners (hanging and displayed outdoors), and digital advertising on websites, website links, pre roll video, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electroinc Logos can be downloaded from https://keysco-op.tinsley.com/logos/.

BigPineKey
and Florida's Lower Keys
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Out-of-County Logo
The logo below that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in out-of-county newspapers and magazines, brochures, postcards, pamphlets, programs, posters and digital advertising on websites, website links, pre roll video, social media promoted posts, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electroinc Logos can be downloaded from https://keysco-op.tinsley.com/logos/.

BigPineKey
and Florida's Lower Keys

EXHIBIT C

DESTINATION EVENT BUDGET - FISCAL YEAR 2024

Applicant is advised prior to completing this budget to refer to Exhibit A of the Sample Contract showing the Allowable Marketing Expenses. This can be found online at: http://www.monroecounty-fl.gov/DocumentCenter/View/25446/Sample-Destination-Event-Funding-Agreement

THERE WILL BE NO AMENDMENTS TO THIS BUDGET {EXHIBIT C} AFTER BOCC APPROVAL OF AGREEMENT

Key West Rum Festival
EVENT NAME

MEDIA PLACEMENT & PRODUCTION COST:	$10,000
PROMOTIONAL SIGNS:	$2,000
PROMOTIONAL ITEMS:	$2,000
DIRECT MAIL PROMOTIONS:	
PROGRAMS	
PUBLIC RELATIONS:	$3,000
*GENERAL NON-ALLOCATED:	$3,000
TOTAL	$20,000

*The General Non-Allocated line item should not exceed 15% of the total funding allocation, and may only be utilized for acceptable event marketing expenses (see Exhibit A of application).

Actual expenditures may deviate no more than 10% from the budgeted line items noted above.

TDC will only consider reimbursement of permissible marketing expenditures that highlight the special event versus the regular programming of a business, organization or the facility.

The County shall pay no more than 10% of the total allocated funds on advertising media costs attributable to in-county placement.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: D2
2023-2094

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:

STAFF CONTACT: Ammie Machan 305-296-1552

AGENDA ITEM WORDING: Approval to rescind Agreement with City of Key West for Mallory Square Sunshades Project (Public Facilities Category) at the request of the Grantee.

ITEM BACKGROUND:
DAC I approved at their meeting of January 24, 2024

PREVIOUS RELEVANT BOCC ACTION:
BOCC Approved original Agreement at their meeting of March 17, 2021 and Amendments to agreement on March 16, 2022 and March 22, 2023.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Rescind

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Mallory Square Sunshade Rescind.pdf

FINANCIAL IMPACT:
Line Item Number 117-77040-530340-T217-K00-X-530340 $155,890
Segment 1 of the project in the amount of $12,000 has been completed and paid out.

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

January 9, 2024

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

RE: Mallory Square Sunshades (Public Facilities Category)
Contract ID# 2485; $167,890 in capital funding
Request to Rescind Grant Award Agreement

Dear District I Advisory Committee:

The City of Key West respectfully requests to rescind Contract ID# 2485 for the Mallory Square Sunshades (Public Facilities Category) Project to allow for additional time to complete the Mallory Square Master Plan, develop a scope of work that is incorporated into the master plan, complete the design phase, and transition into the construction phase. The City will reapply for capital funding at that time, which we anticipate to be approximately two years from now.

The City is fully committed to developing the Mallory Square Master Plan, which will include improving shaded areas at the square to improve the comfort of visitors and residents alike. The Tourism Impact Study was performed and the City reimbursed, but the master plan is not yet complete. The requested amount to be rescinded is $155,890 ($167,890 less $12,000.00 for the Tourism Impact Study).

Thank you for your consideration to rescind Contract ID# 2485 which will allow for more immediate use of the funding towards the many worthwhile projects that help make District I an even better place. We recognize that the funding allocated to this project is from FY 2021 and we are grateful for the support provided and patience shown by DAC I and TDC.

We look forward to the opportunity to partner with you in the future on this important project.

If you have any questions, please contact me at (305) 809-3741 or via email csheldon@cityofkeywest-fl.gov.

Sincerely,

Carolyn D. Sheldon

Carolyn D. Sheldon
Senior Grants Administrator

AMENDMENT (2nd AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this 22nd day of March 2023, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **The City of Key West** a Government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on March 17, 2021 between the parties, awarding $167,890 to Grantee for the **Mallory Square Sunshades (Public Facilities Category) ("Agreement")**; and

WHEREAS, the was an amendment to Agreement on March 16, 2022 to revise the termination date of the Agreement to April 30, 2023; and

WHEREAS, it has become necessary to revise the termination date of the project to March 31, 2024 to allow for the project to be incorporated into the Mallory Square Master Plan, and

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

1. Paragraph 1 of the agreement shall be revised to read as follows: This Agreement is for the period of **March 17, 2021 to March 31, 2024**. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 of the original Agreement dated March 17, 2021 and Amended on March 16, 2022..

2. Reimbursement request for Segment 2 of the project, in an amount not to exceed $155,890, may not be submitted until October 1, 2023.

3. Any references to termination date and submission of invoices shall be revised to read March 31, 2024.

4. The remaining provisions of the Agreement dated March 17, 2021 and amended on March 16, 2022 shall remain in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

(SEAL)
Attest: Kevin Madok, Clerk

As Deputy Clerk

Board of County Commissioners
of Monroe County

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 2/13/23

The City of Key West

Attest:

By: _____
City Clerk
Cheryl Smith
Print Name
Date: 2-8-23

By: _____
Mayor
Teri Johnston
Print Name
Date: 02/08/23

FILED FOR RECORD
2023 APR 14 AM 9:16
CLK CIR CT
MONROE COUNTY FLA

Amendment #2
City of Key West – Mallory Square Sunshades (Public Facility Category)
ID# **2485**

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this 16th day of March 2022, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **The City of Key West** a Government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on March 17, 2021 between the parties, awarding $167,890 to Grantee for the **Mallory Square Sunshades (Public Facilities Category) ("Agreement")**; and

WHEREAS, it has become necessary to revise the termination date of the project to April 30, 2023 due to delays, and

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

1. Paragraph 1 of the agreement shall be revised to read as follows: This Agreement is for the period of **March 17, 2021 to April 30, 2023**. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 of the original Agreement dated March 17, 2021.

2. Reimbursement request for Segment 2 of the project, in an amount not to exceed $155,890, may not be submitted until October 1, 2022.

3. Any references to termination date and submission of invoices shall be revised to read April 30, 2023.

4. The remaining provisions of the agreement dated March 17, 2021 shall remain in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 2/15/22

FILED FOR RECORD
2022 MAR 23 AM 11:59
CLERK CIR. CT.
MONROE COUNTY, FL

The City of Key West
Attest:

By.
City Clerk

Cheryl Smith
Print Name

Date: 2-2-22

By
Mayor

Teri Johnston
Print Name

Date: 2-2-22

Amendment #1
City of Key West – Mallory Square Sunshades (Public Facility Category)
ID# 2485

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 17th day of March, 2021 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **City of Key West** (Grantee) a Government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public; c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or 5. To finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or 6. public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5)(a)(6.) and (b) zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, Grantee has applied to TDC District I for funding for the **Mallory Square Sunshades (Public Facilities Category)** capital project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as a Public Facility open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of March 17, 2021 through to April 30, 2022. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2020 to September 30, 2021. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office. Segment #1 must be completed on or before September 30, 2021. Segment #2 will only be funded if the independent professional tourism impact analysis shows a positive impact on tourist related businesses as required by F.S. 125.0104(5)(a)(6.)(e.). This Agreement will terminate**

and will not reimburse for Segment #2 work in the event that the project does not have a positive impact on tourist related businesses.

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** Segment #1 work must be completed on or before September 30, 2021. Segment #2 work will not be eligible for reimbursement in the event that the conditions of F.S. 125.0104(5)(a)(6.)(e.) are not met. All work for which grant funds are to be expended must be completed by the stated termination date of **April 30, 2022** and all invoices pertaining to this project shall be submitted to the TDC administrative office no later than **April 30, 2022** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Steve McAlearney (Telephone: (305) 809-3747; Email: smcalearney@cityofkeywest-fl.gov; csheldon@cityofkeywest-fl.gov). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file three written quotes or a notarized statement

as to why such written quotes were not feasible for the goods or services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: https://www.monroecounty-fl.gov/DocumentCenter/View/23168/PURCHASING-POLICY--3-18-2020

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$167,890** (One Hundred Sixty-Seven Thousand Eight Hundred and Ninety Dollars TDC District I funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking reimbursement from Grantor. Payment of segment 1 shall be 100% (one hundred percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Payment of segment 2 shall be 70% (seventy percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Steven Sanders- phone:

305-295-4338 email: Sanders-Steven@MonroeCounty-Fl.gov or Cary Knight- phone: 305-292-4527 email: Knight-Cary@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted to the TDC administrative office no later than **April 30, 2022**. Invoices received by the TDC administrative office after **April 30, 2022** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which

promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the

event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

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

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

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

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability

of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in the County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured on insurance policies, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. Grantee and COUNTY are subdivisions as defined in 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective negligent acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be constructed as a consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement or any other contract. To the extent authorized by law and subject to 768.28, the Grantee hereby agrees to defend, indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all losses, claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments in connection with any action, proceeding, or claims for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm or corporation, including the parties hereto, arising or resulting directly or indirectly out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the Grantee or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely $200,000 per person or $300,000 per occurrence, and the Grantee will have no further obligation to defend or hold harmless BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the COUNTY or Grantee's sovereign immunity under 768.28, Florida Statutes.

The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance

coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

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

10. NONDISCRIMINATION. County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the

agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on **April 30, 2022**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

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

enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The County and Grantee agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Business Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

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

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

For Grantee: Steve McAlearney
City of Key West
1300 White St
Key West, FL 33040

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102

Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

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

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated

shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

27. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

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

29. MISCELLANEOUS: As used herein, the terms “contract” and “agreement” shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE 3/17/21

City of Key West
Attest:

By:
City Clerk

Cheryl Smith
Print Name

Date: 3-3-2021

By:
Mayor

TERI JOHNSTON
Print Name

Date: March 3, 2021

FILED FOR RECORD
2021 MAR 18 PM 4:13
MONROE COUNTY

Mallory Square Sunshades (Public Facilities Category)
FY 2021 Capital Project Funding
Contract ID#2485

EXHIBIT A

NAME OF ENTITY: City of Key West
NAME OF PROJECT: Mallory Square Sunshades and Landscape Improvements

NUMBER OF SEGMENTS TO PROJECT: 2

***Note*: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.**

Segment #:1 Description: Materials, equipment and labor required to: • Perform independent professional tourism impact study	Total Cost: $12,000 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $12,000

Segment #:2 Description: Materials, equipment (including but not limited to drill truck), permits and labor required to: • Purchase and install 1 sunshade at check point or other location within the Mallory Square footprint (approx. 2280 square feet) • Purchase and install 6 sunshades at plaza (each approx. 260 square feet) • Purchase and install 2 sunshades at pier (each approx. 63 square feet) • Remove and reinstall streetlamp/pole including but not limited to: cutting existing pole foundation below grade, installing new pole foundation and electrical work • Produce engineered drawings/geotech *Segment 2 will only move forward if the independent professional tourism impact analysis (Segment 1) of Agreement shows a positive impact on tourist related businesses as required by F.S. 125.0104(5)(a)(6.)(e.) (In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)	Total Cost: $222,700 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $155,890

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: D3
2023-2095

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:

STAFF CONTACT: Ammie Machan 305-296-1552

AGENDA ITEM WORDING: Approval to Rescind Agreement with City of Key West for the Mallory Square Restroom (Public Facilities Category) Project at request of Grantee

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ITEM BACKGROUND:
DAC I approved at their meeting of January 24, 2024

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved original Agreement at their meeting of October 20, 2021 and amendment to Agreement at their meeting of March 22, 2023.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Rescind

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Mallory Square Restroom Rescind.pdf

FINANCIAL IMPACT:
Line Item Number 117-77404-530340-T227-K01-X-530340 $701,387
Segment 1 of the project in the amount of $12,000 has been completed and paid out.

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

January 9, 2024

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

RE: Mallory Square Public Restrooms (Public Facilities Category)
Contract ID# 2630; $713,387 in capital funding
Request to Rescind Grant Award Agreement

Dear District I Advisory Committee:

The City of Key West respectfully requests to rescind Contract ID# 2630 for the Mallory Square Public Restrooms (Public Facilities Category) Project to allow for additional time to complete the Mallory Square Master Plan, develop a scope of work that is incorporated into the master plan, complete the design phase, and transition into the construction phase. The City will reapply for capital funding at that time, which we anticipate to be approximately two years from now.

The City is fully committed to developing the Mallory Square Master Plan, which will include improving public restrooms at the square to better serve visitors and residents alike. The Tourism Impact Study was performed and the City reimbursed, but the master plan is not yet complete. The requested amount to be rescinded is $701,387.00 ($713,387 less $12,000.00 for the Tourism Impact Study).

Thank you for your consideration to rescind Contract ID# 2630 which will allow for more immediate use of the funding towards the many worthwhile projects that help make District I an even better place. We recognize that the funding allocated to this project is from FY 2022 and we are grateful for the support provided and patience shown by DAC I and TDC.

We look forward to the opportunity to partner with you in the future on this important project.

If you have any questions, please contact me at (305) 809-3741 or via email csheldon@cityofkeywest-fl.gov.

Sincerely,

Carolyn D. Sheldon
Senior Grants Administrator

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this 22nd day of March 2023, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **The City of Key West** a Government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on October 20, 2021 between the parties, awarding $713,387 to Grantee for the **Mallory Square Public Restrooms (Public Facilities Category) ("Agreement")**; and

WHEREAS, it has become necessary to revise the termination date of the project to March 31, 2024 to allow for the project to be incorporated into the Mallory Square Master Plan, and

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

1. Paragraph 1 of the agreement shall be revised to read as follows: This Agreement is for the period of **October 20, 2021 to March 31, 2024**. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 of the original Agreement dated October 20, 2021.

2. Reimbursement request for Segment 2 of the project, in an amount not to exceed $701,387, may not be submitted until October 1, 2023.

3. Any references to termination date and submission of invoices shall be revised to read March 31, 2024.

4. The remaining provisions of the Agreement dated October 20, 2021 shall remain in full force and effect.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

(SEAL)
Attest: Kevin Madok, Clerk

As Deputy Clerk

Board of County Commissioners
of Monroe County

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 2/13/23

The City of Key West

Attest:

By. _____
City Clerk
Cheryl Smith
Print Name
Date: 2-8-23

By _____
Mayor
Teri Johnston
Print Name
Date: 02/08/23

FILED FOR RECORD
2023 APR 14 AM 8:55
CLK. CIR. CT.
MONROE COUNTY, FLA.

Amendment #1
City of Key West – Mallory Square Public Restroom (Public Facility Category)
ID# **2630**

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 20th day of October, 2021 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and **City of Key West** (Grantee) a organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public; c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or 5. To finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or 6. public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5)(a)(6.) and (b) zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, Grantee has applied to TDC District I for funding for the **Mallory Square Public Restrooms (Public Facility)** capital project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as a public facility open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period of **October 20, 2021 through to March 31, 2023**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2021 to September 30, 2022. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office. Segment #1 must be completed on or before September 30, 2022. Segment #2 will only be funded if the independent professional tourism impact analysis shows a positive impact on tourist related businesses as required by F.S. 125.0104(5)(a)(6.)(e.). This Agreement will terminate**

and will not reimburse for Segment #2 work in the event that the project does not have a positive impact on tourist related businesses.

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above-mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed. Segment #1 work must be completed on or before September 30, 2022. Segment #2 work will not be eligible for reimbursement in the event that the conditions of F.S. 125.0104(5)(a)(6.)(e.) are not met.** All work for which grant funds are to be expended must be completed by the stated termination date of **March 31, 2023** and all invoices pertaining to this project shall be submitted to the TDC administrative office no later than **March 31, 2023** to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Steve McAlearney (Phone: (305) 809-3747; Email: smcalearney@cityofkeywest-fl.gov;csheldon@cityofkeywest-fl.gov). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under $50,000, the not-for-profit shall document in the file three written quotes or a notarized statement as to why such written quotes were not feasible for the goods or

services. For work expected to be $50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: https://www.monroecounty-fl.gov/DocumentCenter/View/29162/PURCHASING-POLICY-4212021

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **$713,387** (Seven Hundred Thirteen Thousand Three Hundred and Eighty Seven Dollars TDC District I funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking reimbursement from Grantor Payment of segment 1 shall be 100% (one hundred percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Payment of segment 2 shall be 70% (seventy percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Steven Sanders- phone: 305-295-4338 email: Sanders-Steven@MonroeCounty-Fl.gov or Cary Knight- phone: 305-292-4527 email: Knight-Cary@MonroeCounty-Fl.gov) and

to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted to the TDC administrative office no later than **March 31, 2023**. Invoices received by the TDC administrative office after **March 31, 2023** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. RECORDS AND REPORTS. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be

billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

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

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

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

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) Anti-discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in the County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured on insurance policies, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. Grantee and COUNTY are subdivisions as defined in 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective negligent acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be constructed as a consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement or any other contract. To the extent authorized by law and subject to 768.28, the Grantee hereby agrees to defend, indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all losses, claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments in connection with any action, proceeding, or claims for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm or corporation, including the parties hereto, arising or resulting directly or indirectly out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the Grantee or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely $200,000 per person or $300,000 per occurrence, and the Grantee will have no further obligation to defend or hold harmless BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the COUNTY or Grantee's sovereign immunity under 768.28, Florida Statutes.

The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

a.) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Grantee in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

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

10. NONDISCRIMINATION. County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. TERMINATION. This agreement shall terminate on **March 31, 2023**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a

level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. TERMINATION FOR BREACH. The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

b.) Severability. If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The County and Grantee agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

c.) Attorney's Fees and Costs. The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) Adjudication of Disputes or Disagreements. County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

e.) Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. County and Grantee specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement.

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.

1. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.

The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026

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

For Grantee: Steve McAlearney
City of Key West
PO Box 1409
Key West FL, 33041

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

23. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

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

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

27. EXECUTION IN COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

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

29. MISCELLANEOUS: As used herein, the terms “contract” and “agreement” shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

As Deputy Clerk

Board of County Commissioners
of Monroe County

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE 8/27/21

City of Key West
Attest:

By: _____
Deputy City Clerk

Keri O'Brien
Print Name

Date: 8.19.2021

By: _____
Mayor

TERI JOHNSTON
Print Name

Date: 8/19/2021

FILED FOR RECORD
2021 NOV -9 PM 1:39
CLERK CIR. CT.
MONROE COUNTY, FL

EXHIBIT A

NAME OF ENTITY: **City of Key West**
NAME OF PROJECT: **Mallory Square Public Restrooms (Public Facility Category)**

NUMBER OF SEGMENTS TO PROJECT: **1**
Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

Segment #:1 Description: Materials, equipment and labor required to: • Perform independent professional tourism impact study **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $12,000 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $12,000

Segment #:2 Description: Materials, equipment and labor required to: • Construct and/or remodel restroom building of approx. 1140 square feet within the footprint of Mallory Square • Perform survey and geotechnical engineering • Produce design plans *Segment 2 will only move forward if the independent professional tourism impact analysis (Segment 1) of Agreement shows a positive impact on tourist related businesses as required by F.S. 125.0104(5)(a)(6.)(e.) **(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)**	Total Cost: $1,001,982 **In-Kind**: No in-kind will be used towards reimbursement of this project.	TDC portion: $701,387

D4

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: D4
2023-2096

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:

STAFF CONTACT: Ammie Machan 305-296-1552

AGENDA ITEM WORDING: Approval of FY 2025 Destination and Turnkey Event Funding Application.

ITEM BACKGROUND:
Attached is a copy of the FY 2025 Destination and Turnkey Event Funding Application and list of the revisions.

TDC approved at their meeting of January 30, 2024

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FY 2025 Destinatin and Turnkey Event Application.pdf

FINANCIAL IMPACT:

DATE: February 6, 2024

TO: Monroe County Board of Couty Commissioners

FROM: Maxine Pacini, TDC Office Manager

RE: **Consideration and Action re: Permission to Advertise FY 2025 Destination/Turnkey Event Funding Application**

Each year the TDC Administrative office brings forward the Destination and Turnkey Event Funding Application for approval.

After discussions with the County Budget Office we have been asked to move our schedule dates forward in the year so that all allocations for the next fiscal year budget can be provided to their office by the end of June instead of our past August time frame.

Previous year's Destination/Turnkey event funding applications allowed for events to be funded on a calendar year (January through December). In order to provide both consistency with the fishing and cultural events as well as easing the burden on rolling event funding from one fiscal year to the next, this application before you has been revised for applicants to apply for their events taking place during the fiscal year they are seeking funding for. The opportunity for pre-promotion of events in the first two months of fiscal year (October/November) still can be applied for in the year before the event with funds to be spent within the fiscal year allocated.

Attached you will find:

- FY 2025 Destination/Turnkey Event Application Funding Schedule
- A list of revisions to the application
- Revised/Proposed FY 2025 Destination/Turnkey Event Application

DESTINATION/TURNKEY EVENT SCHEDULE
FY 2025

TDC APPROVAL TO ADVERTISE:	January 30, 2024
BOCC APPROVAL TO ADVERTISE:	February 21, 2024
NOTICES SENT TO INTERESTED PERSONS	February 1, 2024
ADVERTISE RFP:	Week of February 26, 2024
DAC WORKSHOPS:	March 12/13, 2024

Approx. 64 DAYS

DEADLINE:	**April 30th, 2024**
DAC DEADLINE:	May 31, 2024
DAC APPROVAL: (pending availability of meeting venues)	June 11/12, 2024
TDC APPROVAL:	July 30, 2024

BOCC APPROVAL AFTER OCTOBER 2024

Revisions to FY 2025 Destination/Turnkey Event Funding Application

- Revised dates for events taking place from January 1, 2025 through December 31, 2025 to coincide with our fiscal year dates of October 1, 2024 through September 30, 2025
- Updated dates throughout the application
- Page 5 updated instructions on how to download and submit the application utilizing the County's new online bidding platform. Added clarification that if additional rounds of funding is offered in the same Fiscal Year, that the updated application must be downloaded.
- Page 10-34:
    - Updated tables 1,2,3 and occupancy tables.
    - Updated method used to estimate the number of nights out of county visitors will stay (exhibit A.3.)
    - Updated timing of event score (exhibit B) in include 1 additional point for events that include a scholarship component or local charitable contribution
- Each DAC was provided with an opportunity to review and revise their funding levels:
    - Page 23 DAC III added the following Turnkey Funding Levels:
        - Level 6 $30,000
        - Level 7 $40,000
        - Level 8 $50,000
- Page 40-44 Updated Insurance Check List as County removed the requirement for Insurance Agent to sign the form
- Removed County forms (These forms are no longer necessary as language has been inserted into final Agreements instead of these forms)

DESTINATION/TURNKEY EVENT FUNDING APPLICATION

REQUEST FOR APPLICATIONS (RFA) FOR DESTINATION/TURNKEY EVENTS

All respondents must use the current application downloaded from the County's electronic bidding platform at https://monroecounty-fl.bonfirehub.com **OR** www.monroecounty-fl.gov/BonfireBids. **Use of any other application will result in your application being rejected. All directions within the application must be followed or it will not be accepted.**

APPLICATION DEADLINE: April 30, 2024

Pursuant to F.S. § 50.0211(3)(a), all published competitive solicitation notices can be viewed at:www.floridapublicnotices.com, a searchable Statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from the County's electronic bidding platform at https://monroecounty-fl.bonfirehub.com **OR** www.monroecounty-fl.gov/BonfireBids. The Public Record is available upon request.

Monroe County Purchasing Department receives bids via the Bonfire electronic bidding platform. Please do not email, mail or attempt to deliver in person any sealed bids. Emailed/mailed/physically delivered bids/proposals/responses WILL NOT be accepted.

The Monroe County Purchasing Department hereby directs that bids/proposals/responses/applications be submitted via the Bonfire electronic bidding platform at https://monroecounty-fl.bonfirehub.com, **no later than 5:00P.M. on Tuesday, April 30, 2024**. There is no cost to the bidder to use the Bonfire platform.

Please do not submit your confidential financial information as part of your proposal. There are separate uploads for each set of documents, including confidential financial information. All bids/proposals/responses/applications will be made public on the platform after an intended decision or 30 days after the competitive solicitation opening, whichever is earlier, unless the bids/proposals are rejected in accordance with F.S. 119.071. If your bid/proposal/response/application document includes financial information, that information will not be considered confidential and will be available and viewable to the public in accordance with public records law.

The bid opening for this solicitation will be held virtually, via the internet, at **9:00 A.M.**, **on Wednesday, May 1, 2024**. You may call in by phone or internet using the following:

Join Zoom Meeting
https://mcbocc.zoom.us/j/4509326156
Meeting ID: 4509326156

Additional ways to access this Zoom meeting can be found in the legal notice posted on the County's electronic biding platform at https://monroecounty-fl.bonfirehub.com
All inquiries and correspondence, other than submission of application, should be made to the Monroe County Tourist Development Council. Contact Maxine Pacini or Ammie Machan at (305) 296-1552. Email correspondence should be addressed to Ammie@Fla-Keys.com

EVENT FUNDING PROCESS

The Monroe County Tourist Development Council (TDC) administers the four (4) cent bed tax collected for the purpose of promoting the Florida Keys as a tourist destination. Each year the TDC invites applicants who are registered to do business in Florida, to apply for funding for events in the Florida Keys. All applications will be reviewed by the appropriate District Advisory Committee (DAC), who shall make recommendations on funding the events to the TDC. Upon approval of the recommended funding allocation by the TDC, the administrative office will work with the event coordinator to establish a contract for the event and will present the proposed contract to the Monroe County Board of County Commissioners for final approval.

DEFINITION OF AN EVENT

The special event funding program is intended for an organized special annual event that generates overnight visitors for multiple Monroe County lodging properties, as well as out-of-area marketing exposure, and is open to the general public. Historically these events have included: festivals, concerts, and sporting events. Qualified special events shall guarantee overnight visitors and brand the destination while secondarily entertaining the visitors who are already here.

TDC will only consider reimbursement of permissible marketing expenditures that highlight the specific event reflected within the contract with the TDC/BOCC versus the regular programming of a business, organization, or facility.

DESTINATION EVENTS

For the purpose of this solicitation, a Destination event is developed and produced to entertain the public and promote tourism in the Florida Keys and Key West by guaranteeing overnight visitors and branding the destination while secondarily entertaining the visitors who are already here. Funding is for event marketing purposes only (advertising; promotions; public relations, etc.)

The event sponsor, for purposes of this RFA and any resulting contract, shall be the production agent primarily responsible for the production of the event and the entity soliciting funding under this process. No more than 10% of the total allocated funds shall be expended on advertising media attributable to in-county placement. A list of TDC permissible marketing expenditures can be viewed in Exhibit A of the sample contract at: https://www.monroecounty-fl.gov/DocumentCenter/View/13418/Sample-Destination-Event-Agreement. No reimbursement will be considered for items that are not covered by Exhibit A.

CONTACT INFORMATION FOR AGENCIES OF RECORD

The TDC Agencies of Record listed below are available to answer questions and assist with the marketing of your event. Event coordinators are not obligated to utilize the services of the TDC Agencies of Record.

Advertising Agency of Record: (Tinsley Advertising and Marketing) contact Jaclyn Fortier (Jaclyn@Tinsley.com) or John Underwood (John@Tinsley.com) at 305-856-6060.

Public Relations Agency of Record: NewmanPR contact Carol Shaughnessy (Carol@Newmanpr.com) at 305-797-0579 or Andy Newman (Andy@Newmanpr.com) at 305-461-3300.

Internet Agency of Record: (Two Oceans Digital) contact Elaine Cooke (Elaine@Twooceansdigital.com) at 305-292-1880.

TURNKEY EVENT

District Advisory Committees (DAC) have assigned their top levels of funding to Turnkey Events, recognizing that those events provide the highest level of economic impact to their district and serve to brand the destination. The event shall be one that creates a compelling reason to visit that doesn't already exist without the event. Therefore, consideration for the amount of funding allocated to a Turnkey special event shall be predicated upon showing of the economic impact resulting in room night stays generated by the event attendees.

A Turnkey event shall be considered an all-inclusive event where the event contractor has financial responsibility for every aspect of the production, promotion, and management of the event. Payment under a contract for a Turnkey event will be made only after completion of the event and proof that the scope of services as described within the contract has been completed.

The DAC when considering funding of a Turnkey event may also specify within the scope of services of the contract, specific marketing components that the DAC feels important to the success of the event.

If a Turnkey event is delayed or cancelled for any reason, no payment shall be forthcoming, even if the event contractor has out-of-pocket expenses leading up to the actual event. The TDC, therefore, strongly recommends that the event contractor purchase insurance that covers the cancellation or delay of an event due to "force majeure" or unforeseen circumstances.

Please note that the DAC may deny funding of an event applying as Turnkey and consider funding the application as a Destination event.

APPLICANT RESPONSIBILITIES

Applications can only be accepted from a public entity governed by a county or municipality; or a profit or not-for-profit; or a private business in good standing with the Division of Florida Corporations. Prior to completing an event application, please go to www.sunbiz.org to ensure that your organization is registered to do business in the State of Florida. Only entities (applicants) that are duly registered will be accepted.

Contact the TDC Administrative Office 305-296-1552 to ascertain date, time and venue of the event funding workshop that will be held within the District in which you are applying. Each DAC has specific marketing goals and it is strongly recommended that all prospective applicants attend the workshop in the District where you plan to apply for funding to ascertain the marketing direction and expectations of that District as it pertains to event applications.
The cost of preparation and submission of the application is the responsibility of the applicant.

Applicants must ensure that their application is submitted to the Monroe County Purchasing Department by the date, time and method as noted on page 1 of the application. Applications that are received after the specified deadline as determined within the RFA will not be accepted. This policy mirrors that of the Board of County Commissioners.

Applicant shall complete, copy, sign (by an authorized officer) and submit the application to the Monroe County Purchasing Department. Should an attachment be required for your application, note the Exhibit number on the top right-hand corner of each sheet.

Applicant shall familiarize him/herself with referenced online materials noted on the application check list on page 45. The online materials include sample contracts and samples of the scoring system used in determining funding eligibility.

Applicant shall be responsible for securing all federal, state and local permits and approval necessary for the event. Award of funds under this application does not indicate any approval by the County and applicant shall be required to comply with all County laws, rules and requirements. Events that require or have an Agreement with a municipality must have a valid Agreement with the municipality at the time the event will take place. If the event requires a permit from a municipality, a letter of intent to approve the permit subject to any unforeseen circumstance must be provided to TDC administrative office prior to signing of final Agreement.

IMPORTANT INFORMATION

Please consult with the TDC Administrative Office prior to starting the application process if you are uncertain about whether your event would be considered.

The applicant shall not lobby, solicit or act to influence the Advisory Committee members and/or the TDC board members in any way that may have an effect on the outcome of the competition,

discussion or negotiations leading to the allocation of funding, or an award of contract as reviewed and approved by the County Attorney's office. Such action may lead to withdrawal of the application from consideration.

The application shall be considered complete upon receipt and should stand alone with no other information being provided after-the-fact other than any additional information that may be requested by the TDC Administrative Office, or questions from the DAC at the allocation meeting.

DAC recommendation on funding allocations shall be limited to recommending allocations which do not exceed the amount requested by the applicant. Funding requests may be denied, reduced to a lower level or accepted at the level requested. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding for the event.
All information furnished or disclosed as part of the application process is considered public record by the laws of the State of Florida.

DOWNLOAD AND SUBMISSION OF APPLICATION

All respondents must use the current application downloaded from the County's electronic bidding platform at https://monroecounty-fl.bonfirehub.com **OR** www.monroecounty-fl.gov/BonfireBids. **Use of any other application will result in your application being rejected. All directions within the application must be followed or it will not be accepted.**

In the event that additional rounds of FY 2025 of funding applications are offered, the updated application MUST be downloaded and use of this application for additional rounds of funding will result in your application being rejected.

Applications must be uploaded to the County's electronic bidding platform by the deadline date and in the manor listed on the first page of this application. It is applicant's sole responsibility to ensure that the application is successfully received prior to the application deadline.

DISTRICT ADVISORY COMMITTEE WORKSHOPS FOR APPLICANTS

Workshops will be held in each of the districts via zoom at the following times for those applicants that are interested in applying for funding. Attendance is strongly recommended. *(Please note that all times and venues are subject to change and can be confirmed by calling the TDC Administrative Office at 305-296-1552).*

District I	Wednesday March 13, 2024	3:00 p.m.	Zoom Meeting ID: 853 1807 6405
District II	Tuesday March 12, 2024	6:00 p.m.	Zoom Meeting ID: 844 1688 1055
District III	Wednesday March 13, 2024	9:30 a.m.	Zoom Meeting ID: 830 7782 6833
District IV	Tuesday March 12, 2024	2:00 p.m.	Zoom Meeting ID: 873 2374 1685
District V	Tuesday March 12, 2024	10:00a.m	Zoom Meeting ID: 860 2395 3822

CRITERIA FOR SCORING OF APPLICATION

The District Advisory Committee will be reviewing your event application and scoring it during the allocation meeting.

Scoring will be using a scale with 1 being the lowest.

Upon evaluation, the total scores will be tabulated and applications not scoring 17 points or higher by the majority of the sitting members, will not be considered for funding. Those events that meet the minimum scoring requirements noted above will be ranked starting with the highest average score. In the case of a tie, the highest score in the Timing of Event will be the determining factor. Points are listed at the end of each Exhibit for ease of scoring by the reviewers. View Sample scoring sheet here: https://www.monroecounty-fl.gov/DocumentCenter/View/7072/Destination-and-Turnkey-Sample-Score-Sheet?bidId=

The minimum points threshold required to be considered, 17, has been set such that events that are considered very good to excellent in their "Purpose, Itinerary & Room Nights", "Soundness of Marketing Plan & Financial Commitment" and "Action Plan" should meet the minimum for consideration regardless of the "Timing of Event". Events that are considered somewhat good in those categories will need to thoughtfully utilize "Timing of Event" points in order to meet the minimum points threshold to be considered. In other words, timing events to be held in slower months and/or to produce room night stays during mid-week days will be important for achieving sufficient minimum scoring. Events that are poor in their "Purpose, Itinerary & Room Nights", "Soundness of Marketing Plan & Financial Commitment" and "Action Plan" will not meet the minimum to be considered.

It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.

PRE-PROMOTION

Destination Events that take place between October 1, 2025 and November 30, 2025 may apply for pre-promotion of their event. All promotion and related expenditures MUST be spent prior to September 30, 2025.

FY 2025

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

USA Holidays and Observances					
14 Oct, 24	Columbus Day	11 Nov, 24	Veterans Day	28 Nov, 24	Thanksgiving Day
25 Dec, 24	Christmas	01 Jan, 25	New Year's Day	20 Jan, 25	M L King Day
17 Feb, 25	Presidents' Day	18 Apr, 25	Good Friday	20 Apr, 25	Easter Sunday
26 May, 25	Memorial Day	19 Jun, 25	Juneteenth	04 Jul, 25	Independence Day
01 Sep, 25	Labor Day				

APPLICATION FOR EVENT FUNDING

EVENTS TAKING PLACE BETWEEN OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

DESTINATION EVENTS THAT TAKE PLACE BETWEEN OCTOBER 1, 2025 – NOVEMBER 30, 2025 MAY APPLY FOR PRE-PROMOTION OF THEIR EVENT

TITLE OF EVENT _____

EVENT WEBSITE ADDRESS _____

VENUE _____

DATE(S) OF EVENT _____

If you are applying for pre-promotion of an event that takes place between October 1, 2025 to November 30, 2025 please check this box: ☐

(For date of event refer to FY 2025 calendar on previous page)

APPLICANT ORGANIZATION _____

Registered business name exactly as it appears on www.sunbiz.org

For Profit ☐ Not for Profit ☐

Please provide a contact for general correspondence for the event. The person listed below should be able to accept responsibility for receipt of information.

CONTACT PERSON _____

EMAIL (for correspondence) _____

TELEPHONE NUMBER (daytime/mobile) _____

ADDRESS _____

SUMMARIZE APPLICANT HISTORY:

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

HAS THIS EVENT BEEN PRODUCED IN THE PAST? Yes ☐* No ☐

*IF YES, WHEN?

DID THE SAME APPLICANT PRODUCE IT? Yes ☐ No ☐

List the name of President and other individuals authorized to execute contracts and otherwise act on behalf Applicant:

Name	Title

List staff members, including volunteers, responsible for administrating and organizing this event, with evidence of their qualifications and capabilities to accommodate the demands of the event.

Name	Qualifications	Capabilities

DOES THIS EVENT REQUIRE PERMITS FROM A MUNICIPALITY? Yes ☐* No☐

*If yes, please list permits needed below. A letter of intent from the municipality to approve the permit, subject to any unforeseen circumstance, must be provided to TDC administrative office prior to signing of final Agreement.

DISTRICT I APPLICANTS ONLY
(Encompasses the City Limits of Key West)

When applying for funding, it is important to understand the number of lodging units available within the Districts as it is the maximum number of room nights which may be sold per day – review Table 1 below. The number of lodging units provided in Table 1 is subject to fluctuation.

Table 1:

District I: Key West	Units (Max. daily room nights)
Hotel/Motel/B&B/Guest House/Inn	6,279
Vacation Rentals	1,128
RV Park & Campground	0
Total:	7,407

Source: Florida Department of Business and Professional Regulation, TDC

When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.

The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.

Table 2:

District I: Key West	
Funding Level	Room Nights
$10,000	1,290
$17,000	2,190
$25,000	3,230
$35,000	4,520
$50,000	6,450
$75,000	9,680
$100,000	12,900
$120,000	15,480
$150,000	19,350
$175,000	22,580
$200,000	25,810

EXHIBIT A-1

Check box below that best describes the primary purpose of your event:

☐ **To draw out – of – county visitors to the destination and put "Heads in Beds"**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination**

DISTRICT I CONTINUED…

EXHIBIT A-2
EVENT ITINERARY

Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.

Example: Day 1: Opening Party/Registration (venue and time)
Day 2: Food and Wine tasting (venues and time)
Day 3: Art Festival (include venue and times and possible street closings)

DISTRICT I EXHIBIT A CONTINUED…

EXHIBIT A-3

NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for this district only according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights will be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

Room Nights

Formula to calculate **Room Nights** for this district. *total room nights will calculate automatically upon pressing the tab key on your keyboard or answering the next question.

a. How many out of County Visitors to this district	a.
b. How many visitors to a room	b.
c. How many nights will visitors stay?	c.
d. Calculate: **Room nights = (a/b) x c** *Divide line a by line b. Then multiple by line c*	* Room Nights:

Method used to estimate out-of-County visitors entered above (a): and how many nights they will stay (c). Check all that apply. All to be submitted with supporting documentation which includes zip code data as exhibit A-3.

☐ Ticket Sales from last event

☐ Survey of attendees from last event*

☐ Registration from last event

☐ Bookings through TDC's website

☐ Based on lodging group block pick up from previous year. Attach pick up report.

☐ Raffle zip code results from previous year event

*Example of how to take a survey can be found here:
https://flmonroecounty.civicplus.com/DocumentCenter/View/34562/Survey-Example

Attach, as **Exhibit A-4**, a narrative/plan on how the actual number of out-of-County visitors and number of room nights will be determined for this event.

Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary); A-3 (Number of Room Nights); and A-4 (Plan)

1 2 3 4 5 6 7 8 9 10

DISTRICT I CONTINUED…

FUNDING REQUEST

☐ Check this box if your event meets the definition of a **New Event**.

Definition of New Event: An event that has not taken place in this District previously. A New Event choosing this category will be considered with other New Event applications from a separate resource specifically allocated for New Events. *If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.*

☐ Level 1: $10,000 ☐ Level 2: $17,000 ☐ Level 3: $25,000

OR

A New Event may choose to apply under the regular event funding process wherein the new event will compete with previously funded events

---

Regular Event Funding: Complete this section if your event is NOT applying as a New Event.

Check the appropriate category (Destination or Turnkey) and grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.

☐ **Destination Funding Level Request Only**

☐ Level 1: $10,000 ☐ Level 2: $17,000 ☐ Level 3: $25,000

☐ Level 4: $35,000 ☐ Level 5: $50,000 ☐ Level 6: $75,000

☐ **Turnkey Funding Level Request Only**

☐ Level 7: $75,000 ☐ Level 8: $100,000 ☐ Level 9: $120,000

☐ Level 10: $150,000 ☐ Level 11: $175,000 ☐ Level 12: $200,000

DISTRICT I CONTINUED…

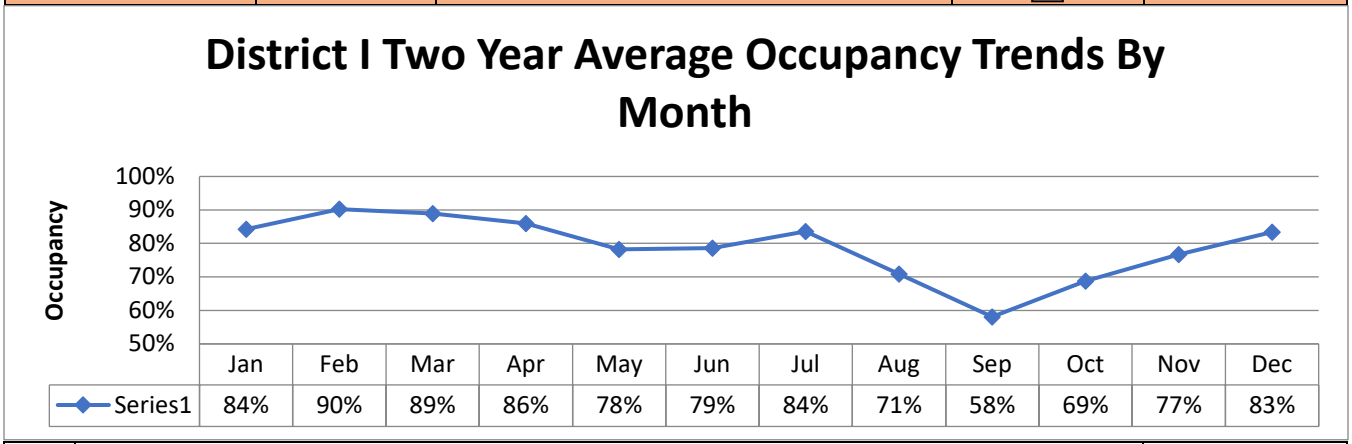
EXHIBIT B

Timing of event

Events are scored based on when in the calendar year they are held. Shoulder and off-season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research (STR), is used to create the Timing of Event Scoring. Please note, vacation rental data is not included in STR. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two fiscal years, reached each occupancy level.

Table 3:

District I – Timing of Event Scoring				
Events Held when average occupancy is:	**Receive score of:**	**District I: Dates for Each Occupancy Range:**	**Check box next to your event dates:**	**Your Table 3 Score is:**
0% to 79%	3	May, June, August – November	☐	3
80% to 89%	2	January, March-April, July, December	☐	2
90% to 100%	0	February, December 25-31 Martin Luther King Jr., Memorial Day & Independence Day Weekends, Fantasy Fest, Power Boat, and Lobster Mini Season Week	☐	0



1	Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)**	Enter Score
2	If your event includes a scholarship component or local charitable contribution Add one (1) point. Attach backup of contribution as Exhibit B.	1 (If applicable)
3	Mid-Week Days are **Sunday – Thursday** *(Unless preceding or following a holiday weekend)* • Add four (4) points if your event falls on at least **2 mid-week days** *or* • Add two (2) points if your event falls on only **1 mid-week day**	+4 or +2
4	District I Total Score	Enter Score

District II Applicants Only

From the City Limits of Key West to the West end of the Seven Mile Bridge

When applying for funding, it is important to understand the number of lodging units available within the District as it is the maximum number of room nights which may be sold per day – review table 1 below. The number of lodging units provided in Table 1 is subject to fluctuation.

Table 1:	
District II: Big Pine Key & The Lower Keys	Units (Max daily room nights)
Hotel/Motel/B&B/Guest House/Inn	467
Vacation Rental	317
RV Park & Campground	1,202
Total	1,986
Source: Florida Department of Business and Professional Regulation, TDC	

When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.

The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.

Table 2:		
District II: Big Pine Key & The Lower Keys		
Funding Level	Hotel/Motel/B&B Room Nights	RV/Campground Room Nights*
$5,000	680	1,290
$7,500	1,020	1,930
$10,000	1,360	2,580
$15,000	2,040	4,380
$20,000	2,720	5,160
$25,000	3,400	6,440
*As DAC II has minimal participants in the Smith Travel Research program, published rates were used to determine room nights. Room nights is further broken down for this DAC by lodging type as a super majority of DAC II lodging units are RV Park & Campground sites. Little Palm Island is excluded from calculations.		

Exhibit A-1

Check the box below that best describes the primary purpose of your event:

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds"**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination**

DISTRICT II EXHIBIT A CONTINUED…

EXHIBIT A-2
EVENT ITINERARY

Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

DISTRICT II EXHIBIT A CONTINUED….

EXHIBIT A-3

NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for this district only according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights will be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

Room Nights

Formula to calculate **Room Nights** for this district. *total room nights will calculate automatically upon pressing the tab key on your keyboard or answering the next question.

a. How many out of County Visitors to this district	a.
b. How many visitors to a room	b.
c. How many nights will visitors stay?	c.
d. Calculate: **Room nights = (a/b) x c** *Divide line a by line b. Then multiple by line c*	* Room Nights:

Method used to estimate out-of-County visitors entered above (a): and how many nights they will stay (c). Check all that apply. All to be submitted with supporting documentation which includes zip code data as exhibit A-3.

☐ Ticket Sales from last event

☐ Survey of attendees from last event*

☐ Registration from last event

☐ Bookings through TDC's website

☐ Based on lodging group block pick up from previous year. Attach pick up report.

☐ Raffle zip code results from previous year event

*Example of how to take a survey can be found here:
https://flmonroecounty.civicplus.com/DocumentCenter/View/34562/Survey-Example

Attach, as **Exhibit A-4**, a narrative/plan on how the actual number of out-of-County visitors and number of room nights will be determined for this event.

Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary); A-3 (Number of Room Nights); and A-4 (Plan)

1 2 3 4 5 6 7 8 9 10

District II Continued…

FUNDING REQUEST

Check the grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.

☐ **Destination Funding Level Request Only**

☐ Level 1: $5,000 ☐ Level 2: $10,000 ☐ Level 3: $15,000

☐ Level 4: $20,000 ☐ Level 5: $25,000

☐ **Turnkey Funding Level Request Only**

☐ Level 6: $20,000 ☐ Level 7: $25,000

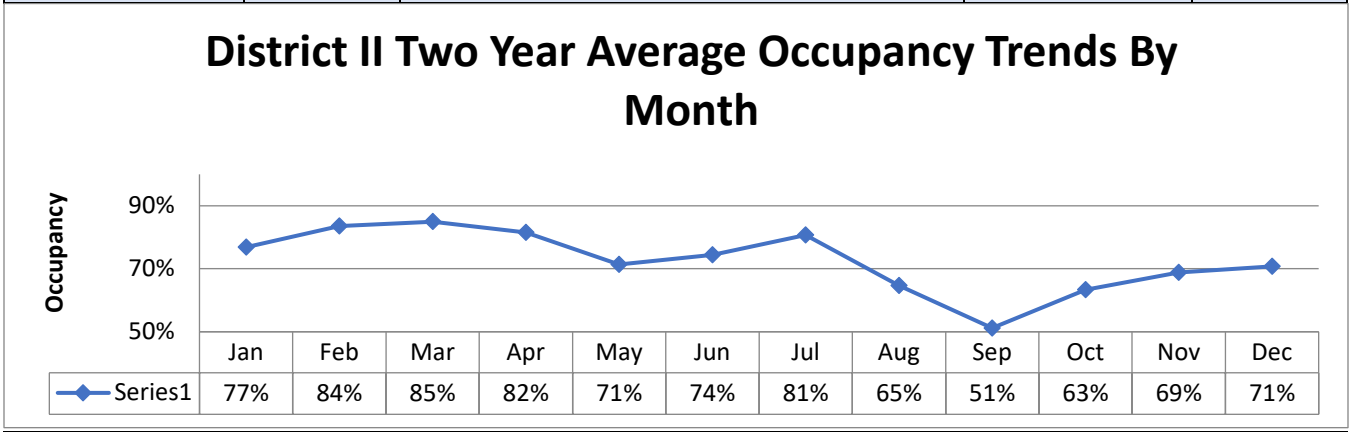
DISTRICT II CONTINUED….

EXHIBIT B
TIMING OF EVENT

Events are scored based on when in the calendar year they are held. Shoulder and off-season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research(STR), is used to create the Timing of Event Scorning. Please note, vacation rental data is not included in STR. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two years reach each occupancy level range.

Table 3

District II – Timing of Event Scoring				
Events held when average occupancy is:	Receive Score of:	District II: Dates for each occupancy range	Check box next to your event dates	Your Table 3 Score is:
0% to 59%	5	September	☐	5
60% to 69%	4	August, October, November	☐	4
70% to 79%	3	January, May, June, December 1-24	☐	3
80% to 100%	2	February-April, July	☐	2
	0	December 25-31, Martin Luther King Jr., Memorial Day & Independence Day Weekends, Fantasy Fest, Power Boat & Lobster Mini Season Week	☐	0



1	Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)**	Enter Score
2	If your event includes a scholarship component or local charitable contribution Add one (1) point. Attach backup of contribution as Exhibit B.	1 (If applicable)
3	Mid-Week Days are **Sunday – Thursday** *(Unless preceding or following a holiday weekend)* • Add two (2) points if your event falls on at least **2 mid-week days** *or* • Add one (1) point if your event falls on only **1 mid-week day**	+2 or +1
4	District II Total Score	Enter Score

District III Applicants Only
(From the west end of the Seven Mile Bridge to the Long Key Bridge)

When applying for funding, it is important to understand the number of lodging units available within the District as it is the maximum number of room nights which may be sold per day – review table 1 below. The number of lodging units provided in Table 1 is subject to fluctuation.

Table 1:	
District III: Marathon	Units (Max daily room nights)
Hotel/Motel/B&B/Guest House/Inn	2,086
Vacation Rental	1,782
RV Park & Campground	725
Total	4,593
Source: Florida Department of Business and Professional Regulation, TDC	

When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.

The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.

Table 2:

District III: Marathon	
Funding Level	Room Nights
$5,000	
$10,000	1,460
$20,000	2,910
$30,000	4,370
$40,000	5,820
$50,000	7,280

Exhibit A-1

Check the box below that best describes the primary purpose of your event:

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds"**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination**

DISTRICT III EXHIBIT A CONTINUED…

EXHIBIT A-2

EVENT ITINERARY

Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

DISTRICT III EXHIBIT A CONTINUED…

EXHIBIT A-3

NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for this district only according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights will be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

Room Nights

Formula to calculate **Room Nights** for this district. *total room nights will calculate automatically upon pressing the tab key on your keyboard or answering the next question.

a. How many out of County Visitors to this district	a.
b. How many visitors to a room	b.
c. How many nights will visitors stay?	c.
d. Calculate: **Room nights = (a/b) x c** *Divide line a by line b. Then multiple by line c*	* Room Nights:

Method used to estimate out-of-County visitors entered above (a): and how many nights they will stay (c). Check all that apply. All to be submitted with supporting documentation which includes zip code data as exhibit A-3.

☐ Ticket Sales from last event

☐ Survey of attendees from last event*

☐ Registration from last event

☐ Bookings through TDC's website

☐ Based on lodging group block pick up from previous year. Attach pick up report.

☐ Raffle zip code results from previous year event

*Example of how to take a survey can be found here:
https://flmonroecounty.civicplus.com/DocumentCenter/View/34562/Survey-Example

Attach, as **Exhibit A-4**, a narrative/plan on how the actual number of out-of-County visitors and number of room nights will be determined for this event.

Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary); A-3 (Number of Room Nights); and A-4 (Plan)

1 2 3 4 5 6 7 8 9 10

DISTRICT III CONTINUED…

FUNDING REQUEST

Check the grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.

☐ **Destination Funding Level Request Only**

☐ Level 1: $5,000 ☐ Level 2: $10,000 ☐ Level 3: $20,000

☐ Level 4: $30,000 ☐ Level 5: $40,000

☐ **Turnkey Funding Level Request Only**

☐ Level 6: $30,000 ☐ Level 7: $40,000 ☐ Level 8: $50,000

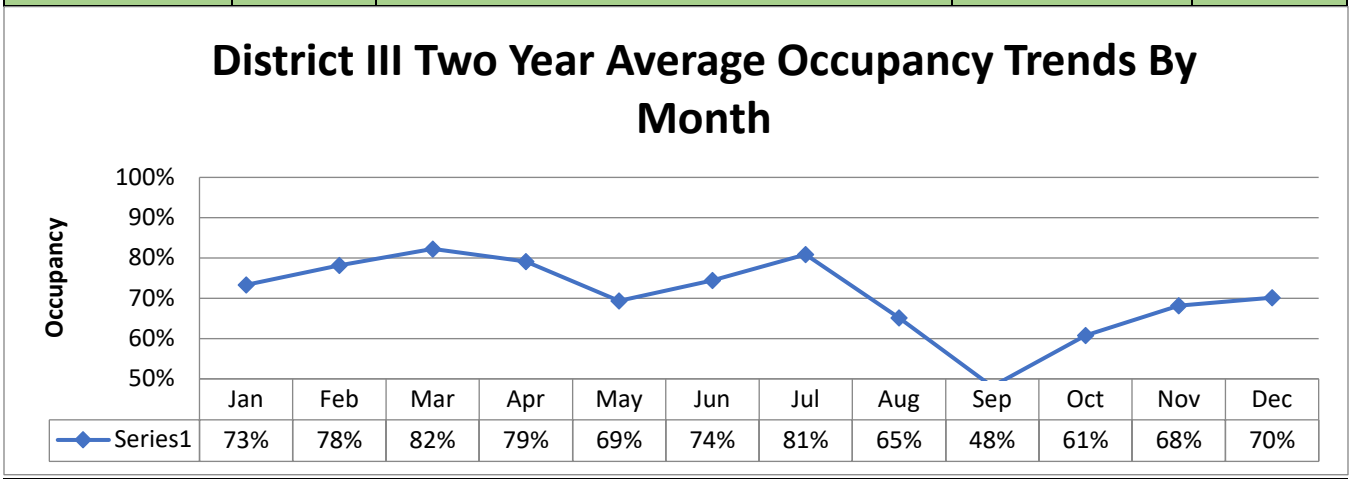
DISTRICT III CONTINUED…

EXHIBIT B
TIMING OF EVENT

Events are scored based on when in the calendar year they are held. Shoulder and off-season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research (STR), is used to create the Timing of Event Scorning. Please note, vacation rental data is not included in STR. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two years reach each occupancy level range.

Table 3

District III – Timing of Event Scoring				
Events held when average occupancy is:	Receive Score of:	District III: Dates for each occupancy range	Check box next to your event dates	Your Table 3 Score is:
0% to 59%	5	September	☐	5
60% to 69%	4	August, October, November, May	☐	4
70% to 79%	3	January, February, April, June, December	☐	3
80% to 100%	2	March, July	☐	2
	0	Martin Luther King Jr., Memorial Day & Independence Day Weekends & Lobster Mini Season Week	☐	0



1	Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)**	Enter Score
2	If your event includes a scholarship component or local charitable contribution Add one (1) point. Attach backup of contribution as **Exhibit B.**	1 (If applicable)
3	Mid-Week Days are **Sunday – Thursday** *(Unless preceding or following a holiday weekend)* • Add two (2) points if your event falls on at least **2 mid-week days** *or* • Add one (1) point if your event falls on only **1 mid-week day**	+2 or +1
4	District III Total Score	Enter Score

DISTRICT IV APPLICANTS ONLY
(Between Long Key Bridge and mile marker 90.939)

When applying for funding, it is important to understand the number of lodging units available within the District as it is the maximum number of room nights which may be sold per day – review table 1 below. The number of lodging units provided in Table 1 is subject to fluctuation.

Table 1:	
District IV: Islamorada	Units (Max daily room nights)
Hotel/Motel/B&B/Guest House/Inn	1,423
Vacation Rental	462
RV Park & Campground	109
Total	1,994
Source: Florida Department of Business and Professional Regulation, TDC	

When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.

The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.

Table 2:

District IV: Islamorada	
Funding Level	Room Nights
$10,000	1,360
$15,000	2,030
$20,000	2,710
$25,000	3,390
$30,000	4,070
$40,000	5,420

Exhibit A-1

Check the box below that best describes the primary purpose of your event:

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds"**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination**

DISTRICT IV EXHIBIT A CONTINUED….

EXHIBIT A-2

EVENT ITINERARY

Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

DISTRICT IV EXHIBIT A CONTINUED…

EXHIBIT A-3

NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for this district only according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights will be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

Room Nights

Formula to calculate **Room Nights** for this district. *total room nights will calculate automatically upon pressing the tab key on your keyboard or answering the next question.

a. How many out of County Visitors to this district	a.
b. How many visitors to a room	b.
c. How many nights will visitors stay?	c.
d. Calculate: **Room nights = (a/b) x c** *Divide line a by line b. Then multiple by line c*	* Room Nights:

Method used to estimate out-of-County visitors entered above (a): and how many nights they will stay (c). Check all that apply. All to be submitted with supporting documentation which includes zip code data as exhibit A-3.

☐ Ticket Sales from last event

☐ Survey of attendees from last event*

☐ Registration from last event

☐ Bookings through TDC's website

☐ Based on lodging group block pick up from previous year. Attach pick up report.

☐ Raffle zip code results from previous year event

*Example of how to take a survey can be found here:
https://flmonroecounty.civicplus.com/DocumentCenter/View/34562/Survey-Example

Attach, as **Exhibit A-4**, a narrative/plan on how the actual number of out-of-County visitors and number of room nights will be determined for this event.

Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary); A-3 (Number of Room Nights); and A-4 (Plan)

1 2 3 4 5 6 7 8 9 10

DISTRICT IV CONTINUED…

FUNDING REQUEST

Check the grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.

☐ **Destination Funding Level Request Only**

☐ Level 1: $10,000 ☐ Level 2: $15,000 ☐ Level 3: $20,000

☐ Level 4: $25,000

☐ **Turnkey Funding Request Level Only**

☐ Level 5: $20,000 ☐ Level 6: $30,000 ☐ Level 7: $40,000

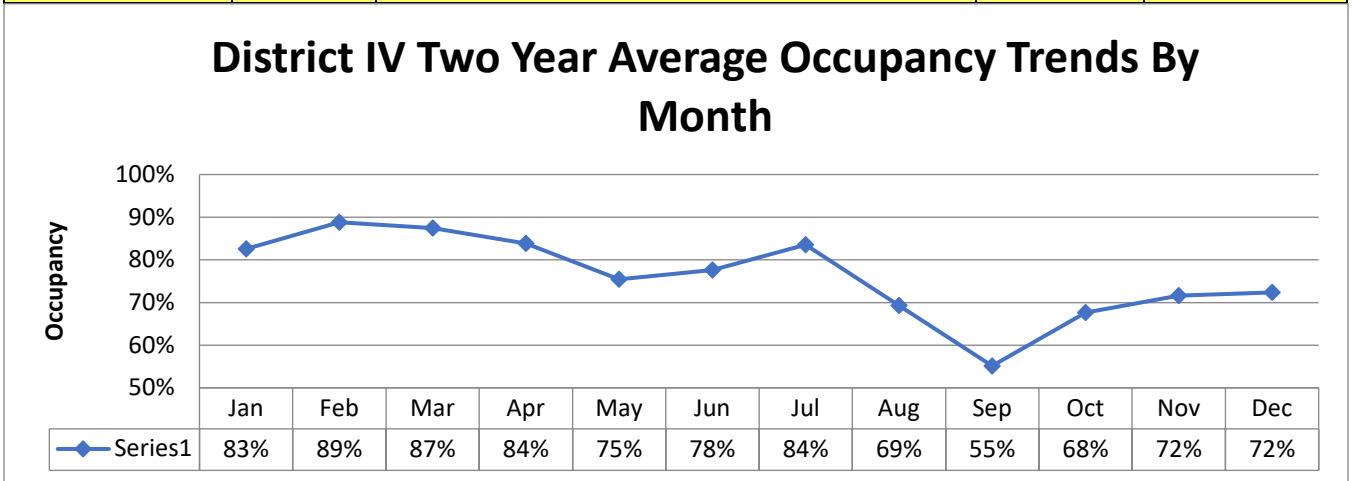
DISTRICT IV CONTINUED….

EXHIBIT B
TIMING OF EVENT

Events are scored based on when in the calendar year they are held. Shoulder and off-season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research (STR), is used to create the Timing of Event Scorning. Please note, vacation rental data is not included in STR. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two years reach each occupancy level range.

Table 3

District IV – Timing of Event Scoring				
Events held when average occupancy is:	Receive Score of:	District IV: Dates for each occupancy range	Check box next to your event dates	Your Table 3 Score is:
00% to 69%	4	August – October	☐	4
70% to 79%	3	May, June, November, December	☐	3
80% to 84%	2	January, April, July	☐	2
85% to 100%	0	February – March, Martin Luther King Jr., Memorial Day & Independence Day Weekends & Lobster Mini Season Week		0



1	Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)**	Enter Score
2	If your event includes a scholarship component or local charitable contribution Add one (1) point. Attach backup of contribution as **Exhibit B.**	1 (If applicable)
3	Mid-Week Days are **Sunday – Thursday** *(Unless preceding or following a holiday weekend)* • Add two (2) points if your event falls on at least **2 mid-week days** *or* • Add one (1) point if your event falls on only **1 mid-week day**	+2 or +1
4	District IV Total Score	Enter Score

District V Applicants Only

(From mile marker 90.940 to the Dade/Monroe County line & any mainland portions of Monroe County)

When applying for funding, it is important to understand the number of lodging units available within the District as it is the maximum number of room nights which may be sold per day – review table 1 below. The number of lodging units provided in Table 1 is subject to fluctuation.

Table 1:	
District V: Key Largo	Units (Max daily room nights)
Hotel/Motel/B&B/Guest House/Inn	2,071
Vacation Rental	494
RV Park & Campground	379
Total	2,944
Source: Florida Department of Business and Professional Regulation, TDC	

When evaluating funding allocations (return on investment), it is important to understand how the revenue was derived. Table 2 demonstrates, given its average lodging rates for the past two years, how many room nights this District had to sell to raise enough two-penny bed tax revenue for each level of event funding. The chart is provided to give a clearer context to the value of the bed tax dollar that funds each level.

The District Advisory Committee may use their discretion when evaluating funding allocations. However, it is important to understand how the income is derived.

Table 2:

District V: Key Largo	
Funding Level	Room Nights
$10,000	1,340
$15,000	2,010
$20,000	2,680
$25,000	3,350
$30,000	4,020
$35,000	4,690
$40,000	5,360

Exhibit A-1

Check the box below that best describes the primary purpose of your event:

☐ **To draw out-of-county visitors to the destination and put "Heads in Beds"**

☐ **To provide something to do for the visitor who is already here and enhance their experience while visiting the destination**

DISTRICT V EXHIBIT A CONTINUED….

EXHIBIT A-2
EVENT ITINERARY

Specifically outline the activities/events that will take place during your event. If your event encompasses several days, break out each day, including the venue. Only include activities that are directly related to the event for which you are seeking funding, and for which your organization is responsible for producing.

Example: Day 1: Opening Party/Registration (include venue and time)
Day 2: Food and Wine Tasting (venues and times)
Day 3: Art Festival (include venue/times and possible street closings)

DAC V EXHIBIT A CONTINUED…

EXHIBIT A-3

NUMBER OF ROOM NIGHTS ANTICIPATED FOR EVENT

Events are scored based on ability to attract out-of-County visitors to the district in which funding is applied. For the event year in which this application refers, provide the room nights your event is anticipated to generate for this district only according to your selection in A-1. In other words, if you indicated your event's primary purpose is to "draw out-of-county visitors", how many room nights do you anticipate you will draw? If you indicated your event is "to enhance the experience for visitors already here", how many room nights will be influenced by visitors who attend your event? Next, indicate how you arrived at that figure.

Room Nights

Formula to calculate **Room Nights** for this district. *total room nights will calculate automatically upon pressing the tab key on your keyboard or answering the next question.

a. How many out of County Visitors to this district	a.
b. How many visitors to a room	b.
c. How many nights will visitors stay?	c.
d. Calculate: **Room nights = (a/b) x c** *Divide line a by line b. Then multiple by line c*	* Room Nights:

Method used to estimate out-of-County visitors entered above (a): and how many nights they will stay (c). Check all that apply. All to be submitted with supporting documentation which includes zip code data as exhibit A-3.

☐ Ticket Sales from last event

☐ Survey of attendees from last event*

☐ Registration from last event

☐ Bookings through TDC's website

☐ Based on lodging group block pick up from previous year. Attach pick up report.

☐ Raffle zip code results from previous year event

*Example of how to take a survey can be found here:
https://flmonroecounty.civicplus.com/DocumentCenter/View/34562/Survey-Example

Attach, as **Exhibit A-4**, a narrative/plan on how the actual number of out-of-County visitors and number of room nights will be determined for this event.

Applicant shall be scored on the combination of Exhibits A-1 (Primary Purpose of event); A-2 (Event Itinerary); A-3 (Number of Room Nights); and A-4 (Plan)

1 2 3 4 5 6 7 8 9 10

DISTRICT V CONTINUED…

FUNDING REQUEST

Check the grant level you are applying for. If your event does not score the minimum required score by a majority of the sitting members, your application will not be considered for funding. The DAC may also decline funding your application, or fund at a lower funding level. It is important for the applicant to be aware that scoring the minimum points required to be considered does not guarantee funding of the event.

☐ **Destination Funding Level Request Only**

☐ Level 1: $10,000 ☐ Level 2: $15,000 ☐ Level 3: $20,000

☐ Level 4: $25,000 ☐ Level 5: $30,000 ☐ Level 6: $35,000

☐ Level 7: $40,000

☐ **Turnkey Funding Request Level Only**

☐ Level 8: $10,000 ☐ Level 9: $20,000 ☐ Level 10: $30,000

☐ Level 11: $40,000

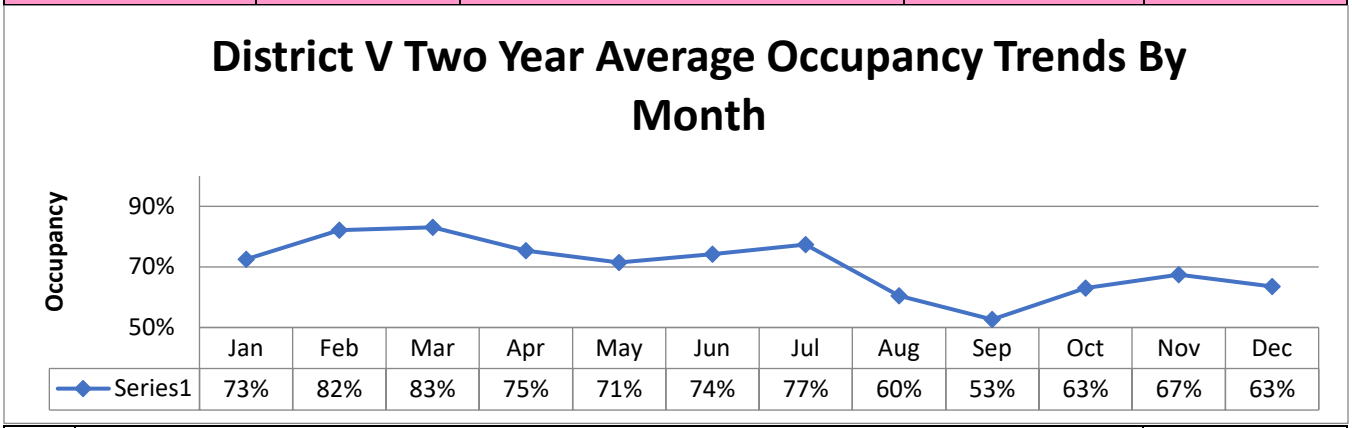
DISTRICT V CONTINUED…

EXHIBIT B
TIMING OF EVENT

Events are scored based on when in the calendar year they are held. Shoulder and off-season events receive higher scoring. Additional scoring points are also given for mid-week events. The average of the past two fiscal years' occupancy, as reported by Smith Travel Research (STR), is used to create the Timing of Event Scorning. Please note, vacation rental data is not included in STR. Points are assigned to each occupancy level range. Table 3 below depicts the points associated with each occupancy level range. Next, it shows the times which your District, during the past two years reach each occupancy level range.

Table 3

District V – Timing of Event Scoring				
Events held when average occupancy is:	Receive Score of:	District IV: Dates for each occupancy range	Check box next to your event dates	Your Table 3 Score is:
0% to 59%	5	September	☐	5
60% to 69%	4	August, October, November, December	☐	4
70% to 75%	3	January, April, May, June	☐	3
76% to 85%	2	July	☐	2
86%-100%	0	February – March, Martin Luther King Jr., Memorial Day & Independence Day Weekends and Lobster Mini Season Week	☐	0



1	Enter your score from **Table 3 (if more than one box was checked, add all scores together and divide by the number of boxes checked)**	Enter Score
2	If your event includes a scholarship component or local charitable contribution Add one (1) point. Attach backup of contribution as **Exhibit B.**	1 (If applicable)
3	Mid-Week Days are **Sunday – Thursday** *(Unless preceding or following a holiday weekend)* • Add two (2) points if your event falls on at least **2 mid-week days** *or* • Add one (1) point if your event falls on only **1 mid-week day**	+2 or +1
4	District V Total Score	Enter Score

EXHIBIT C

SOUNDNESS OF MARKETING PLAN AND FINANCIAL COMMITMENT OF APPLICANT TO THE MARKETING OF THE EVENT

If you receive the money you are requesting from the TDC, describe in detail how your organization plans to market your event to appeal to your target market. Please be specific about your media placement/cost. If you require more space that what is provided, please attach as **Exhibit C.**

Highest points will be awarded for soundness of plan and the strength of your organization's funding contribution.

Continue on next page if needed...

EXHIBIT C

SOUNDNESS OF MARKETING PLAN AND FINANCIAL COMMITMENT OF APPLICANT TO THE MARKETING OF THE EVENT

What is the total amount of your Marketing Plan: $ _____

How much is the applicant contributing to the marketing of this event in "Hard Dollars"? Please do not include funds requested from TDC or other grants – funds listed on this line should only include what the applicant organization itself is providing towards the marketing of the event. $ _____

1 2 3 4 5 6 7 8 9 10

If you are a re-occurring event, attach as **Exhibit C-1** your operational budget detailing the income/expenses for your last event including community hard dollar support contributions.

Or

If you are a new event, attach as Exhibit C-2 your projected operating budget detailing your projected income/expenses for the proposed new event including community hard dollar contributions.

Sample Budgets can be found at: https://www.monroecounty-fl.gov/DocumentCenter/View/9893/Sample-Destination-and-Turnkey-Budgets?bidId=

EXHIBIT D
ACTION PLAN

Submit a detailed action plan including appropriate permit(s) for the event if applicable, and how parking/security and road closures will be handled during your event. The plan should include the following information:

1. Describe how your event plan will handle road closures. If applicable, enclose a copy of the approval by the appropriate county/municipal entity.

2. Describe how your event plan will accommodate parking and transportation:

3. Describe how your event plan will handle security:

4. Event Sustainability

Our visitors come to enjoy events, but in the process, a tremendous amount of waste is generated, much of it recyclable. The single most effective tool in reducing waste at special events is planning ahead. On the next page (page 38), complete a narrative on how you plan to reduce waste during your event by doing the following:

a. Encourage recycling message within programs and brochures to recycle during the event and also at home.
b. Encourage "Green" advertising (broadcast and digital)
c. Encourage vendors to use biodegradable and compostable products (utensils; plates and cups; paper or canvas bags)
d. Encourage the use of clearly identified recycling containers
e. Discourage use of single use plastic bags and other products
f. Please list any positive or negative effects on the environment that your event may have and how you plan to mitigate these effects

Useful contact numbers:

Monroe County: (305) 289-6307
City of Marathon: (305) 743-5165
City of Key West: (305) 809-3776
Islamorada Village of Islands (305) 853-3433

EXHIBIT D CONTINUED…

ACTION PLAN

1 2 3 4

Print off this page, complete and include as part of application

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

INSURANCE CHECK LIST
(ONLY APPLICABLE FOR EVENTS APPLYING FOR TURNKEY FUNDING)

INSURANCE CHECKLIST FOR VENDORS SUBMITTING PROPOSALS OR BIDS FOR WORK

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your organization. It is required that the bidder sign requisite form reflecting coverage and submit it with the proposal.

WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY

	X	Workers' Compensation	Statutory Limits
			Bodily Injury by Accident/Bodily Injury by Disease, Policy Limits/Bodily Injury by Disease each employee
WC1		Employers Liability	$100,000/$500,000/$100,000
WC2		Employers Liability	$500,000/$500,000/$500,000
WC3		Employers Liability	$1,000,000/$1,000,000/$1,000,000
WCUSLH		US Longshoremen & Harbor Workers Act	$1,000,000
WCJA		Federal Jones Act	$1,000,000

GENERAL LIABILITY

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

- Premise Operation
- Blanket Contractual
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	_____	$300,000 Combined Single Limit
GL2	_____	$500,000 Combined Single Limit
GL3	X	$1,000,000 Combined Single Limit
GL4	_____	$2,000,000 Combined Single Limit
GL5	_____	$3,000,000 Combined Single Limit
GL6	_____	$4,000,000 Combined Single Limit
GL7	_____	$5,000,000 Combined Single Limit

Required Endorsements:

GLLIQ	_____	Liquor Liability
GLS	_____	Security Services

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

BUSINESS AUTOMOBILE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-Owned and Hired Vehicles

Required Limits:

VL1	_____	$50,000 per Person: $100,000 per Occurrence $25,000 Property Damage Or $100,000 Combined Single Limit (The use of VLI should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	_____	$200,000 per Person; $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
VL3	_____	$500,000 per Person; $1,000,000 per Occurrence $100,000 Property Damage or $1,000,000 Combined Single Limit
VL4	_____	$5,000,000 Combined Single Limit

Miscellaneous Coverages

BR1	_____	Builders Risk	Limits equal to the Full Replacement Value of the completed project.
CLI	_____	Cyber Liability	$1,000,000
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment
PRO	_____	Professional Liability	$300,000 per Occurrence/$ 500,000 Agg.
PRO2	_____		$500,000 per Occurrence/$1,000,000 Agg.
PRO3	_____		$1,000,000 per Occurrence/$2,000,000 Agg.
POL1	_____	Pollution Liability	$ 500,000 per Occurrence/$(,000,000 Agg.
POL2	_____		$1,000,000 per Occurrence/$2,000,000 Agg.
POL3	_____		$3,000,000 per Occurrence/$6,000,000 Agg.
POL4	_____		$5,000,000 per Occurrence/$10,000,000 Agg.
EDt	_____	Employee Dishonesty	$ 10,000
ED2	_____		$100,000
GK1	_____	Garage Keepers	$ 300,000 ($ 25,000 per Vehicle)
GK2	_____		$ 500,000 ($100,000 per Vehicle)

GK3	_____		$1,000,000 ($250,000 per Vehicle)
MED1	_____	Medial Professional	$300,000/$750,000 Agg.
MED2	_____		$500,000/$1,000,000 Agg.
MED3	_____		$1,000,000/$3,000,000 Agg.
MED4	_____		$5,000,000/$10,000,000 Agg.
IF	_____	Installation Floater	Maximus value of Equipment Installed
VLP1	_____	Hazardous Cargo Transporter	$300,000 (Requires MCS-90)
VLP2	_____		$500,000 (Requires MCS-90)
VLP3	_____		$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's possession
HKL1	_____	Hanger Keepers Liability	$300,000
HKL2	_____		$500,000
HKL3	_____		$1,000,000
HKL4	_____		$5,000,000
AIR1	_____	Aircraft Liability	$1,000,000
AIR2	_____		$5,000,000
AIR3	_____		$50,000,000
AEO1	_____	Architects Errors & Omissions	$250,000 per Occurrence/$500,000 Agg
AEO2	_____		$500,000 per Occurrence/$1,000,000 Agg
AEO3	_____		$1,000,000 per Occurrence/$3,000,000 Agg.
AEO4	_____		$300,000,000 per Occurrence/$5,000,000 Agg.
ARP	_____	All Risk Property	Full Replacement Value of Structure
EOJ	_____	Engineers Errors & Omissions	$250,000 per Occurrence/$500,000 Agg.
EO2	_____		$500,000 per Occurrence/$1,000,000 Agg.
EO3	_____		$ 1,000,000 per Occurrence/$2,000,000 Agg.
EO4	_____		$ 5,000,000 per Occurrence/$10,000,000 Agg.
WL1	_____	Water Craft Liability	$500,000 per Occurrence
WL2	_____		$1,000,000 per Occurrence

APPLICANT'S INSURANCE STATEMENT

I understand the insurance that will be mandatory. If awarded the contract all insurance requirements will be satisfied.

Applicant Name _____ Signature _____

Title _____

Organization Name:_____

APPLICATION CHECK LIST
(Submit with Application)

I have completed the following items:

☐ Each section of the application has been completed

☐ Application has reviewed the sample Contracts below:

- Destination Event: https://www.monroecounty-fl.gov/DocumentCenter/View/13418/Sample-Destination-Event-Agreement
- Turnkey Event: https://www.monroecounty-fl.gov/DocumentCenter/View/16220/Sample-Turnkey-Agreement

☐ Applicant has reviewed the sample Reimbursement Packets below:

- Destination Event: https://www.monroecounty-fl.gov/DocumentCenter/View/10895/Sample-Destination-Event-Reimbursement-Packet
- Turnkey Event: https://www.monroecounty-fl.gov/DocumentCenter/View/10896/Sample-Turnkey-Event-Reimbursement-Packet

☐ Applicant has reviewed the scoring sheet: https://www.monroecounty-fl.gov/DocumentCenter/View/7072/Destination-and-Turnkey-Sample-Score-Sheet that is utilized by the District Advisory Committees and understands that the application must score **17** points or above by the majority of the sitting members in order to qualify for funding.

☐ Applicant has attached **Exhibit A-3**, supporting documentation on how out of county visitors were estimated

☐ Applicant has attached **Exhibit A-4**, a narrative/plan on how the actual number of out-of-County visitors and number of room nights will be determined for this event.

☐ (if applicable) Applicant has attached as **Exhibit B**, back up of scholarship or local charity contribution. A list of acceptable back up can be found here: https://fl-monroecounty.civicplus.com/DocumentCenter/View/34561/Charity-and-Scholarship

☐ Applicant has submitted the event's budget and income/expense report for the last event. Re-occurring events should submit **Exhibit C-1** and new events should submit **Exhibit C-2** (page 36)

☐ Applicant has printed and completed the W- 9 form included within the application (page 39)

☐ (if applicable) This event requires an Agreement with a municipality and will have a valid Agreement at the time the event takes place (see page 4)

☐ (if applicable) This event requires a permit from a municipality and has attached a letter of intent to issue the permit from the municipality as **Exhibit D** (see page 4)

☐ (for Turnkey funding requests only) Applicant has printed and completed the Insurance Check List (pages 40-44)

Print off this page, sign below and include as part of your application

Signed by:_____

Print Name:_____

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: D5
2023-2103

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:

STAFF CONTACT: Ammie Machan 305-296-1552

AGENDA ITEM WORDING: Appointment of Ms. Kim Wilkerson (sole applicant) as an "At Large" appointment to the Tourist Development council District II Advisory Committee. This is Commissioner Cates' appointment.

ITEM BACKGROUND:
This position was advertised due to the resignation of Mr. Steve Estes.

Ms. Kim Wilkerson was the sole applicant for the position.

PREVIOUS RELEVANT BOCC ACTION:
On September 8, 1999, the Board of County Commissioners passed Ordinance No. 038-1999 providing for the appointment of "At Large" members to the TDC District Advisory committees by the Board of County Commissioners.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

At Large Application Kim Wilkerson.pdf

FINANCIAL IMPACT:

The Florida Keys & Key West
come as you are®
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

DATE: February 6, 2024

TO: Mr. Roman Gastesi, County Administrator

FROM: Sydney Schuhmacher, Administrative Assistant

RE: **DAC II 'AT LARGE' VACANCY**

Please bring forward the attached District II Advisory Committee "At Large" application to the February 21, 2024 BOCC meeting.

This position was advertised due to the resignation of Mr. Stephen Estes.

DISTRICT II - From the City Limits of Key West to the West End of the Seven Mile Bridge

"At Large" representative – Any resident who is not *directly* involved in a tourism business and who shall represent the general public and shall live or work within the tax collection district for which they are applying. (The operative word within this description is *directly*. This word means someone who is not in business nor whose business or economic activity are dependent upon tourists).

Sole applicant was:

- Ms. Kim Wilkerson

Approval of applicant is requested.

If you should have any questions, please do not hesitate to contact our administrative office at (305) 296-1552.

1802

District II Advisory Committee Application

RECEIVED
JAN 22 2024
By

____ **LODGING INDUSTRY** – shall be an owner or operating/general manager of motels, hotels, recreational vehicle parks, or other tourist accommodations which are subject to bed tax in the tax collection district for which they are applying.

____ **TOURIST RELATED BUSINESS** – shall be a person involved in business which is interdependent upon the tourist industry who has demonstrated an interest in tourist development but who shall not be employed in any position in the lodging industry (motels, hotels, recreational vehicle parks, and other tourist accommodations) and whose business is in the tax collection business for which they are applying.

__X__ **AT LARGE** – Any resident who is not ***directly*** involved in a tourism business and who shall represent the general public and shall live or work within the tax collection district for which they are applying. (The operative word within this description is *directly*. This means no direct involvement by an applicant in a business or economic activity that is dependent upon tourism).

Name: Kim Wilkerson
Business Name:
Business Address:

Home Address: 58a Bay Drive
Key West, FL 33040
Business Phone:
Cell Phone: 281-450-3841
***Email Address:** homecarekim@comcast.net

*All correspondence and meeting packets will be distributed electronically via email.

Current Employment:

Aug 2019-Present Simitree Healthcare Consultants

Employment History:

Jan 2011- July 2019 Island Home Care Agency

Nov 1997- Oct 2007 HOMECARE PRN

Organizations/Membership Affiliation(s):

Home Care Association of Florida- Served on and chaired multiple committees since 2011
Served on Board of Directors 2012-2019 representing District 11

Texas Association for Home Care - Served on and chaired multiple committees beginning 1999
Served on Board of Directors 2000-2004 in At-large and Secretary Positions

Vice President of the FKSPCA X 10 years

Brief Summary as to your qualifications to serve on this committee:

After terming out of the local SPCA Board, I want to contnue to serve my community. I have lived in the Lower Keys for almost 15 years and feel I have a good perspective of it's unique qualities and needs. I wish to bring my personal and well as business experience to be a part of the decision-making process that benefits our community.

Signature: Kim Wilkerson **Date:** 1/22/2024

Application to be received no later than 5:00 p.m., February 2, 2024.

Important:
Applicant will be notified by email that the application has been received by our office. If the applicant does not receive notification, it is their responsibility to contact the TDC office to confirm receipt within 2 business of the deadline date.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: D6
2023-2133

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT: Markham McGill--Director of Sales

AGENDA ITEM WORDING: Approval of an Agreement with The ETraining Company B.V. to host and maintain seven (7) international learning portals for travel trade agents in English, Spanish, French, German, Italian, Dutch and Portuguese and approval to waive the purchasing policy requirement to seek price quotes for continued use of this software. The yearly service fee for 2024 is $5,300.00.

ITEM BACKGROUND:
The TDC has been using The ETraining Company's software and training services for several years, which allows for travel trade agents to educate themselves on the Florida Keys and Key West to better promote and recommend travel to the destination. While the annual cost is below the thresholds for required quotes, use of this product over multiple years would require price quotes so staff is seeking approval to waive the purchasing policy requirement to seek price quotes. Staff is seeking approval to maintain the service while it researches other similar solutions.

PREVIOUS RELEVANT BOCC ACTION:
No prior BOCC action.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
New Agreement.

STAFF RECOMMENDATION: Approve

DOCUMENTATION:

The ETraining Company B.V. Agreement.pdf

FINANCIAL IMPACT:
$5,300.00
CC_76066 Sales - Fund 116

Monroe County Tourist Development Council
Attn Finance
1201 White st Suite 102
Key West, FL 33040
USA

The Etraining Company bv
Rokkeveenseweg 24
2712 XZ Zoetermeer - NL
VAT Nummer NL 8188.84.320

Contactperson: Yves Vrielinck

Invoice

Invoice number: **7423**

Invoice date: 15/dec/23

Expiration date: 12/jan/24

	in Usd. $
Yearly service fee (January 2024 – December 2024) to host and maintain the Online Training Platforms (E-learning portals) In the following languages: English, Spanish, French, German, Spanish, Portugese, Italian, Dutch)	$5.300,00

Also included:
1) The Florida Keys & Key West image gallery (photos can be downloaded free of charge by travel advisors).
2) Promotion of the E-learning portals to the travel trade via email blasts and social media.
3) Providing access to the data collected from the online participants (to be used in future marketing efforts).

Total excl VAT	$5.300,00
VAT N/A	$0,00
Total incl VAT	**$5.300,00**
Late payment supplement when paid after exp. date	$0,00
Total incl VAT when paid after exp. date	**$5.300,00**

For payments please use the bank & company details here below. You can ignore the late payment supplement when paid before the expiration date.

Payment details

Name of bank: Rabobank The Netherlands
Address of bank: Croesenlaan 18 , 3521 CB, Utrecht
SWIFT code: RABONL2U
Name of beneficiary: The ETraining Company bv
Accountnumber: NL59RABO0138047065
Payment reference: 7423

Contactperson

Michel de Lijster
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www.etrainingcompany.nl
accounting@etrainingcompany.nl

Conditions:

Our conditions, as published at the chamber of commerce Haaglanden with ref. nr. 27310784, apply to all our agreements. Any collection costs will be for the account of the advertiser/client.

General delivery & service conditions

All offers, assignments, negotiations and agreements under which The ETRAINING COMPANY BV supplies software and/or services shall be subject to these General Terms of Delivery and Service.

Definitions
a) Connection:

The Service, whereby a link between a sub-domain (unique URL) of The ETRAINING COMPANY BV and a (sub-) domain (unique URL) of the Other Party is established enabling the use of the software and the network of The ETRAINING COMPANY BV by the Other Party.

(b) Designation:

The unique name, the so-called unique 'subdomain' that the Other Party is allocated by THE ETRAINING COMPANY for the connection.

c) Services:

The services provided by THE ETRAINING COMPANY pursuant to the Contract. This may concern a connection, the supply of training software and the possibility of placing training modules of and for the Other Party on connected networks of THE ETRAINING COMPANY.

d) Quotation:

Any offer of THE ETRAINING COMPANY for the supply of software and/or Services to which the General Terms and Conditions including the Additional Delivery and Service Terms and Conditions of THE ETRAINING apply at all times.

e) Agreement:

An Agreement and/or supplements to an Agreement will come into force upon the signing of a quotation and/or other document such as a contract agreement from The ETRAINING COMPANY, which always forms part of the General Terms of Delivery as filed with the Chamber of Commerce at that time.

f) Access code / Password:

The (read) characters (which include webmaster code(s)/mentor code(s) group manager code(s)) that the Other Party obtains in addition to the designation of THE ETRAINING COMPANY in order to gain access to the network and/or subdomain connected to it.

(g) Other Party:

The company that purchases software and/or services from THE ETRAINING COMPANY under the Agreement.

h) Software:

The software which THE ETRAINING COMPANY supplies under the Agreement and which enables online elearning of training modules after connection.

i) THE ETRAINING COMPANY :

THE ETRAINING COMPANY B.V. established and located in Zoetermeer.

Article 1 - General

1.1 These General Terms and Conditions of Supply apply to all negotiations, offers, assignments and agreements, including annexes, in which THE ETRAINING COMPANY supplies software and/or services to the other party (parties), even if this software and/or these services are not explicitly described in these terms and conditions. Any purchase conditions or other conditions of the other party shall not apply unless these have been expressly accepted by THE ETRAINING COMPANY at least in writing. In the event of any conflict between agreements, documents or annexes, the order of precedence shall be as indicated in Article 12.3 of these terms and conditions. The ETRAINING COMPANY is entitled to refuse orders without giving any reason;

1.2 Amendments and supplements to the General Terms and Conditions of The ETRAINING COMPANY shall become valid as soon as they are available on ETC's website and have been presented and filed with the Chamber of Commerce. The ETRAINING COMPANY shall at least ensure that any amended terms and conditions are accessible and retrievable by the Contracting Party on its website for a period of two months after they have been deposited. If a Contract was concluded before the amended date, The ETRAINING COMPANY shall ensure that the Contracting Party can take knowledge of the current General Terms and Conditions via its website and all subsequent e-mail correspondence for a period of two months (by indicating the amendment in the signature of The ETRAINING COMPANY's employees). If the Other Party does not wish to accept changes to the General Terms and Conditions, it will have the right to terminate the Contract immediately up to two months after the date of the change, unless other provisions are agreed in writing between THE ETRAINING COMPANY and the Other Party. Oral communications, undertakings or agreements have no legal force unless confirmed in writing by THE ETRAINING COMPANY. Amounts invoiced by THE ETRAINING COMPANY before the termination in connection with what it has already performed or supplied in accordance with its obligations before the termination will remain due undiminished and will become immediately payable at the time of termination, unless otherwise agreed in writing;

1.3 Cancellation by the Other Party of an order it has placed within the scope of the Contract may only take place with the written consent of The ETRAINING COMPANY. If The ETRAINING COMPANY agrees to the cancellation, the Other Party will owe The ETRAINING COMPANY any amounts that The ETRAINING COMPANY has already invoiced or will have to invoice prior to the cancellation in connection with what it has already performed or supplied in accordance with its

obligations prior to the cancellation. These amounts will become immediately due and payable at the time of cancellation, unless otherwise agreed in writing;

1.4 In the event of tacit renewal of an Agreement, the General Terms of Delivery as filed with the Chamber of Commerce on the effective date of the renewal shall apply; they shall be applicable for the new contract period.

1.5 If any provision of these General Terms and Conditions is invalid, the remaining provisions shall remain in force. In that case, the parties shall consult on the content of a new provision that approximates the content of the original provision as closely as possible.

Article 2 - Price and payment

2.1 All prices and rates are exclusive of VAT and any other levies imposed by the government;

2.2 The prices to be charged pursuant to the contract are the prices in force at the time of the Other Party's written acceptance of the Offer and/or other written document; The ETRAINING COMPANY reserves the right to introduce annual price changes, which may be related to the market and/or inflation, provided that these are made known to the Other Party before the end of the notice period;

2.3 All invoices shall be paid by the Other Party in accordance with the payment conditions stated on the invoice. Payment must be made within 14 days of the invoice date. Payment shall be made without any deduction or set-off on any grounds whatsoever, except when it has been established by arbitral or judicial decision that the other party has a deductible counterclaim or a ground for deduction. The ETRAINING COMPANY reserves the right to demand advance payment;

2.4 If a fixed price has been agreed for the provision of services, The ETRAINING COMPANY shall inform the other party in advance if an extension requested by the other party or an increase in the price of the software and/or services provided is applicable; The ETRAINING COMPANY reserves the right to charge additional fees for additions and/or extensions to the software and/or services. The other party reserves the right to waive supplements and/or additions to the software and/or services if the other party does not wish to pay for them;

2.5 If the creditworthiness of the Other Party gives cause to do so, THE ETRAINING COMPANY reserves the right to amend the payment conditions;

2.6 If, when making a payment, the Other Party does not expressly indicate to which debt it is owed, THE ETRAINING COMPANY will be irrevocably entitled to set off these payments against any outstanding invoice of THE ETRAINING COMPANY to the Other Party;

2.7 If the Other Party does not pay the amounts due within the agreed payment period, it will be in default. From that date onwards, without further notice of default being required, the Other Party shall owe an immediately payable default interest of 2.5% per month over the total amount then due, whereby a part of the month shall count as a whole month. If the other party fails to pay the claim, the claim will be passed on to a third party, in which case the other party, in addition to the total amount owed at that time, will also be obliged to fully reimburse judicial and extra-judicial costs, including THE ETRAINING COMPANY's legal assistance, the amount of which is set at a minimum of 15% of the principal amount of the claim with a minimum of EUR 250 (two hundred and fifty euro);

2.8 If the other party fails to pay the amounts due within the agreed term of payment, it shall be in default. The ETRAINING COMPANY reserves the right to temporarily suspend the software and/or services made available until payment has been received on The ETRAINING COMPANY's account, immediately after the payment deadline has expired and the obligation to pay has not been met;

Article 3 - Deliveries and delivery times

3.1 The delivery of software and/or services will take place at a time to be agreed, as stated in the Contract of THE ETRAINING COMPANY confirmed in writing by the Other Party, unless expressly agreed otherwise in writing;

3.2 All software and/or services to be supplied by THE ETRAINING COMPANY will be delivered with due care and skill during working days and within normal working hours (from 09.00 - 18.00 hours). THE ETRAINING COMPANY is allowed to have third parties carry out work under its responsibility as part of the performance of its obligations under this contract; If students/users or the other party's webmaster encounter a problem or have a question, the problem may be reported to THE ETRAINING COMPANY, after which THE ETRAINING COMPANY will provide a response by return, but within two working days at the latest.

3.3 All (delivery) periods mentioned by THE ETRAINING COMPANY have been established to the best of its knowledge based on the information known to it when it entered into the agreement and will be observed as closely as possible. THE ETRAINING COMPANY will in any case not be bound by (delivery) dates that can no longer be met due to unforeseen circumstances or because the other party fails to fulfil its obligations. If any term threatens to be exceeded, THE ETRAINING COMPANY and the other party will enter into consultation as soon as possible. Exceeding of any delivery period can never lead to an entitlement to any compensation for the other party. THE ETRAINING COMPANY is at all times entitled to deliver in parts;

3.4 If the Other Party has not accepted parts of the software and/or services of THE ETRAINING COMPANY, THE ETRAINING COMPANY will be entitled to postpone the performance of any subsequent work or a new phase until such time as the software and/or services or phase has been accepted and, if invoiced separately, paid for;

3.5 If at the request of the Other Party the software and/or services to be delivered are modified, the agreed time of delivery may be postponed. Parties will then agree a new date.

Article 4 - Secrecy / Confidential information / Consent to disclosure

4.1 Each party confirms to keep confidential all information of the other party. Each party shall take reasonable precautions to comply with this obligation to the best of its ability;

4.2 THE ETRAINING COMPANY will make every effort to take such measures as will ensure confidentiality with regard to other party's information, of which it is clear that the other party wishes to keep this information confidential;

4.3 The Other Party is aware and accepts that the Software, other materials and agreements that are made available contain confidential information and trade secrets of THE ETRAINING COMPANY or its licensors. The Other Party undertakes to keep this Software and these materials secret, not to disclose them to third parties or to allow them to be used and to only use them for the purpose for which they have been made available;

4.4 The content, layout, and learning method within the Connection and all Software and executed Services may not be duplicated and/or made public in any media form whatsoever without the written permission of THE ETRAINING COMPANY and/or the Other Party. Improper use is not permitted. THE ETRAINING COMPANY reserves the right to change content, user data, method of working and technical settings. It will inform the Other Party in time if applicable.

The Other Party will never make any adjustments to the software, database structure or technology;

4.5 THE ETRAINING COMPANY guarantees the integrity and ownership of the data placed on its server by course participants if the Other Party proceeds to purchase a connection. Data will never be used in any way other than for management purposes;

4.5 If the Other Party proceeds to purchase a service in the form of placing a learning module on a (sub-) domain of THE ETRAINING COMPANY, the ownership of data placed on THE ETRAINING COMPANY's server by users/students will lie with THE ETRAINING COMPANY. THE ETRAINING COMPANY will make an agreement with the Other Party as to whether and on what conditions this data will be made available for inspection. The Other Party may never use these data in any way other than for management purposes;

4.6 Parties shall not disclose to third parties any confidential information relating to the business activities of the other party obtained within the framework of the Agreement and of which the confidential nature has been reasonably established. Information that is covered by legal obligations is excluded from this, on the understanding that the party on which that obligation has been imposed by law informs the other party in good time of the impending obligation to provide information, clearly describing the subject matter, so that the party whose information is to be provided has enough time to submit a request through the courts to counteract this;

Article 5 - Retention of title

5.1 All Software supplied to the other party will at all times remain the property of THE ETRAINING COMPANY. Rights of use are granted to the other party under the suspensive condition that the other party pays the license fees agreed upon in this respect in full, including any claims for failure to perform by the other party pursuant to the agreement concerned.

5.2 If the software and/or service provided by THE ETRAINING COMPANY under an agreement with the other party is seized, the other party will be required to inform THE ETRAINING COMPANY of this immediately. In the event of any attachment, suspension of payments granted in respect of the other party or bankruptcy pronounced in respect of the other party, the other

party will be obliged to inform the bailiff levying the attachment, the administrator or the curator immediately of THE ETRAINING COMPANY's right of ownership.

Article 6 - Intellectual property rights

6.1 THE ETRAINING COMPANY is the owner with regard to the copyright and the intellectual and industrial property rights, entitled to the software and/or services (including standard adaptations and new versions) and the accompanying documentation and materials, databases, as well as with regard to reports, offers, etc. issued by it, whether or not at the request of the other party. To this end, the other party will ensure, among other things, that the name indications, copyright marks, symbols, trademarks, copies, etc. applied to the software and the source code, which indicate these rights, remain stated on it;

6.2 All intellectual property rights on the Software and (sub) Domains including materials such as analyses, designs, documentation, reports, offers as well as preparatory materials thereof, are the exclusive property of THE ETRAINING COMPANY, unless expressly agreed otherwise in writing.

6.3 The Other Party is not permitted to make copies of the Software or learning modules. The Other Party undertakes to keep the software and materials secret and not to make them known or give them in use to any third party. The Other Party will impose the aforementioned obligations on its staff members and third parties hired by it;

6.4 THE ETRAINING COMPANY is permitted to take and maintain technical measures to protect the software and/or services (including standard adaptations and new versions);

6.5 THE ETRAINING COMPANY will indemnify the other party against any action based on the allegation that the software and/or services supplied by THE ETRAINING COMPANY infringe a copyright valid in the Netherlands. THE ETRAINING COMPANY will pay the costs and damages irrevocably established by final judgement, provided the other party informs THE ETRAINING COMPANY immediately in writing and leaves the handling of the case exclusively to THE ETRAINING COMPANY and provides all cooperation. If an action has been brought or if the possibility of it exists, THE ETRAINING COMPANY may replace the software or modify it in such a way as THE ETRAINING COMPANY deems appropriate.

6.6 The Other Party is not permitted to change, remove or make unrecognizable any indication of copyright, intellectual or industrial property rights of THE ETRAINING COMPANY.

Article 7 - Cooperation by the Other Party

7.1 Given that THE ETRAINING COMPANY needs to keep abreast of the Other Party's relevant organization with regard to the execution of the agreement, and because of the need for the Other Party to cooperate in the (timely) execution of an agreement, the Other Party will always provide THE ETRAINING COMPANY with all useful and necessary data or information on time upon first request. The Contracting Party will guarantee the correctness and completeness of this data or information and will be responsible for it;

7.2 The Other Party is responsible for good internal management and good quality of its own employees, insofar as necessary for a successful installation and implementation of the software and/or services and the maintenance thereof by THE ETRAINING COMPANY;

7.3 Other party will be responsible for the use and proper application (also in connection with each other) in its organization of the software and of the services to be provided by THE ETRAINING COMPANY, for the introduction in its organization of the procedures necessary for this purpose;

7.4 If it is agreed that the Other Party will make materials or data available on information carriers, these will meet the specifications necessary for the performance of the work;

7.5 If the information required by the Other Party for the performance of the contract is not made available to THE ETRAINING COMPANY, or is not made available on time or in accordance with the arrangements, or the Other Party does not meet its obligations towards THE ETRAINING COMPANY in any other way, this may lead to a suspension of THE ETRAINING COMPANY's performance of its obligations and additional costs may be charged to the Other Party;

Article 8 - Liability

8.1 Except for damage caused by THE ETRAINING COMPANY's own intent or gross negligence, THE ETRAINING COMPANY only accepts legal obligations to pay compensation insofar as this is apparent from this Article; a condition for any right to compensation is always that the other party reports the damage in writing to THE ETRAINING COMPANY as soon as reasonably possible after it has arisen.

8.2 Any liability of THE ETRAINING COMPANY for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage due to loss of profit. Furthermore, THE ETRAINING COMPANY will in no event be liable for loss due to delay, loss due to loss of data, loss due to exceeding delivery deadlines as a result of changed circumstances, loss due to providing inadequate cooperation, loss due to contractual obligations that the Other Party has entered into with third parties through which the Other Party has supplied THE ETRAINING COMPANY with software and/or services (see also Article 8.6), damage resulting from the use of information or materials of THE ETRAINING COMPANY used by Other Party and damage resulting from information or advice given by THE ETRAINING COMPANY, the content of which does not explicitly form part of a written agreement;

8.3 THE ETRAINING COMPANY is not liable for financial loss of any kind. The compensation to be paid by THE ETRAINING COMPANY for breach of contract will in no case exceed a maximum of the amounts invoiced by THE ETRAINING COMPANY to the other party under the contract (excluding turnover tax) in the year in which the damage arose; but never more than €25,000 in total (twenty-five thousand euros). No compensation for damages shall apply to previously invoiced amounts prior to the year in which the damage arose and/or to amounts yet to be invoiced (excl. turnover tax) for future services. If the contract is a continuing performance contract, compensation for attributable failure will in no case amount to more than the price (excluding turnover tax) stipulated in the contract in question for THE ETRAINING COMPANY's performance during the three-month period preceding THE ETRAINING COMPANY's default. No compensation shall apply to amounts not yet invoiced (excluding turnover tax). The amounts and prices referred to in this Article will be reduced by credits stipulated by the other party and granted by THE ETRAINING COMPANY;

8.4 Liability of THE ETRAINING COMPANY for damage on account of wrongful acts on the part of THE ETRAINING COMPANY or its employees or subordinates is excluded. If, in so far as this cannot be invoked but there is a case of intent or gross negligence, compensation per incident - whereby a series of connected incidents counts as one incident - shall be limited to a maximum per incident of the user fees received by THE ETRAINING COMPANY in the previous year, possibly increased by the price (excluding the price of the products), if applicable turnover tax) of Services provided by THE ETRAINING COMPANY, stipulated in the agreement between the parties in the context of which the event occurred or, failing that, the agreement in force between the parties at the time the damage arose, but never more than €. 25,000 in total (twenty-five thousand euros);

8.5 The Other Party indemnifies THE ETRAINING COMPANY against any loss that the Other Party may suffer as a result of third-party claims in connection with the goods or services supplied by THE ETRAINING COMPANY to the Other Party; this includes - claims by third parties, including employees of the Other Party, who suffer damage which is the result of unlawful acts by THE ETRAINING COMPANY, - claims by third parties who suffer damage which is the result of the termination of the Contract between the Other Party and THE ETRAINING COMPANY, or which is the result of a defect in the software and/or services supplied by THE ETRAINING COMPANY which are used, altered or supplied by the Other Party with the addition of or in connection with the Other Party's own products, software or services;

8.6 Any right to compensation will in any case lapse insofar as the Other Party has not taken measures immediately after the damage arose to limit the damage or to prevent more or other damage, or has not informed THE ETRAINING COMPANY of all relevant information as soon as reasonably possible,

8.7 THE ETRAINING COMPANY will in any case never be liable for any breakdown in, or unavailability of, the Services as a result of circumstances that it could not reasonably have foreseen. These include, but are not limited to, government measures, strikes, defaults by suppliers to THE ETRAINING COMPANY, disruptions in the connections of KPN or any other telecommunications company, disappearance of computer files, disruptions with other connected networks, electricity failures and other failures beyond THE ETRAINING COMPANY's control;

8.8 THE ETRAINING COMPANY is in any case never obliged to pay compensation for loss of profits, damage as a result of failure and/or unavailability of the Internet as a result of the maintenance of Software by or on behalf of THE ETRAINING COMPANY, damage arising from the leaking of confidential data or damage arising from third-party claims against the Other Party;

8.9 THE ETRAINING COMPANY will make every effort to secure the Connection or access to the data it stores. THE ETRAINING COMPANY excludes any liability for damage that may occur in spite of the precautions it has taken with regard to the security of the Connection. Liability of Processor for indirect damage is excluded. Indirect damage includes consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business interruption and damage due to claims from third parties.

Article 9 - Dissolution/(Interim) termination/Suspension

9.1 Other party may terminate the Agreement with immediate effect if THE ETRAINING COMPANY, even after proper written notice of default, seriously fails to meet the agreed performance and the terminating party cannot reasonably be expected to continue the Agreement;

9.2 Both THE ETRAINING COMPANY and the other party have the right to terminate an Agreement at all times without giving reasons by a simple written statement with due regard to the notice periods stated in this article (9.4.1/9.4.2);

9.2.1. Agreements may be terminated by the Other Party at any time by giving notice of one month, without there being any reciprocal right to compensation. The Other Party's notice period may be shorter if a different notice period is explicitly included in the Agreement;

9.2.2. Contracts may be terminated by THE ETRAINING COMPANY at any time by giving two (2) months notice without either party being entitled to compensation, unless a different notice period has been explicitly agreed in the contract;

9.3 The Other Party may terminate the Agreement with immediate effect if:

- THE ETRAINING COMPANY is placed under guardianship or decides to liquidate its business or is declared bankrupt, requests its own bankruptcy, proceeds with the liquidation of its assets, submits a request for a suspension of payments, or has all or part of its assets seized;
- the delivered goods or part thereof are seized and the right of use cannot or may not be continued;
- THE ETRAINING COMPANY proceeds or decides to cease or transfer its business or a significant part thereof, including the contribution of its business to a company to be founded or already existing, or proceeds or decides to change the objective of its business, or to dissolve its business;

9.4 THE ETRAINING COMPANY may terminate the Agreement with immediate effect if:

- the Other Party is placed under guardianship or decides to liquidate its business or is declared bankrupt or is granted a suspension of payments, requests its own bankruptcy, proceeds to liquidate its assets, submits a request for a suspension of payments, or has its entire or part of its assets attached;
- Other Party does not fulfil or does not fully fulfil any obligations towards THE ETRAINING COMPANY by virtue of the law or the Agreement after having received a written notice of default;
- The Other Party fails to pay an invoice amount or a part thereof within the term set for it;
- The Other Party proceeds or decides to cease or transfer its business or an important part thereof, including the contribution of its business to a company to be incorporated or already existing, or proceeds or decides to change the objective of its business, or to dissolve its company;

In the event of termination as referred to in 9.2 and 9.3, the parties shall never be liable to pay any compensation.

9.5 The amounts invoiced by THE ETRAINING COMPANY before the dissolution in connection with what it has already performed or delivered for the execution of the contract in accordance with its obligations will remain due undiminished and become immediately payable at the time of dissolution;

9.6 If the Agreement is terminated, THE ETRAINING COMPANY will provide full cooperation and assistance to the Other Party in order to filter out all relevant information from the software made available to them. This includes - user data and - all content components of the modules present. If the provision of the data has to take place after the termination of the agreement, i.e. when the customer no longer has access to the sub-domain, then the amounts specified by THE ETRAINING COMPANY at the time of termination will apply. Both parties are not allowed to use published content for other media expressions (and/or sub-domains) after the termination of the contract without the consent of the other party;

9.7. If THE ETRAINING COMPANY is prevented from (further) performing the Contract as a result of circumstances that could not reasonably have been foreseen by THE ETRAINING COMPANY, THE ETRAINING COMPANY will be entitled, without any obligation to pay compensation, to dissolve the Contract in whole or in part by means of a written notice to that effect sent to the Other Party without judicial intervention, or to suspend (further) performance of the Contract, without prejudice to THE ETRAINING COMPANY's right to receive payment from the Other Party for any performance already carried out by THE ETRAINING COMPANY. In the event of suspension, THE ETRAINING COMPANY will still be entitled to declare the Contract dissolved in whole or in part.

Article 10 - Force majeure

Neither party is obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that cannot be attributed to its fault, nor can it be blamed in accordance with the law, legal acts or social views. Delay at or failure to perform by THE ETRAINING COMPANY's suppliers, transport difficulties and strikes and, furthermore, all events and circumstances beyond THE ETRAINING COMPANY's reasonable control explicitly count as force majeure.

Article 11 - Transfer of rights

THE ETRAINING COMPANY is entitled to transfer to third parties all claims, powers, rights, privileges, actions and obligations arising from contracts with the other party. The Other Party hereby declares that in the event of such a transfer, third parties will be able to exercise all the rights granted to THE ETRAINING COMPANY in this contract towards the Other Party and that the Other Party will accept the performance of the transferred obligations by the third party or parties. Other Party is not entitled to transfer all or part of the rights and obligations under this contract to a third party without the prior written consent of THE ETRAINING COMPANY.

Article 12 - Jurisdiction, applicable law and dispute resolution

12.1 All (disputes relating to) agreements (including the applicable general conditions) entered into with THE ETRAINING COMPANY shall be governed by Dutch law;

12.2 The disputes referred to in paragraph 1 shall be submitted exclusively to the competent court.

12.3 In the event of conflict between agreements, documents or appendices, the following order of precedence shall apply:
a. Agreement
b. General terms and conditions of delivery and service;
c. Separate Processing Agreement

12.4. Before resorting to the courts, Parties are obliged to make every effort to settle the dispute in relation to agreement(s) including the General Terms and Conditions applicable thereto, in mutual consultation.

12.5. Logs and measurements taken by THE ETRAINING COMPANY are at all times conclusive evidence, subject to proof to the contrary to be provided by the Other Party.

12.6. Unless the law obliges otherwise, only the competent court in the district of the place of business of Processor will be designated to take knowledge of disputes.

Article 13 - Guarantees

THE ETRAINING COMPANY warrants that (any indication of) its software and/or services will be provided with care, but THE ETRAINING COMPANY cannot guarantee that (minor) discrepancies will not occur.

- Infrastructure maintenance always takes place between 22:00 and 6:00 and is communicated to the client at least 48 hours in advance.

- Of the data placed on THE ETRAINING COMPANY's server by users/course participants, THE ETRAINING COMPANY guarantees integrity and the ownership of the other party.

- THE ETRAINING COMPANY guarantees adequate professional security of the system, services and data.

Article 14 - Telecommunications

If telecommunication facilities are used in the maintenance of software, including support, or other services provided by THE ETRAINING COMPANY, each party shall be responsible for the correct choice and timely availability of such facilities on its part. THE ETRAINING COMPANY is not liable for mutilation, interception or loss of data or processing results during the transmission of data.

Article 15 - Processing and protection of Personal Data

If the Other Party purchases a Connection the agreements referred to in the General Data Protection Regulation, specifically with regard to the Processing of personal data, will be laid down in such a way that THE ETRAINING COMPANY B.V. will at all times act as Processor and the Counterparty as Data controller. Data controller (being the Other Party) commissions Processor (being THE ETRAINING COMPANY B.V.) to provide the Connection, including Software, which includes the Processing of Personal Data of Data Subjects (participants and users of the Connection). This article lays down the conditions under which THE ETRAINING COMPANY B.V. will process the personal data for the Other Party:

15.1 Definitions

General Data Protection Regulation; when processing personal data, the definitions as stated in the European GDPR legislation regarding the processing of personal data apply. The terms below have the following meanings:

1. Data subject: the person to whom the Personal Data relates;
2. Agreement(s): any existing or future agreement between the Data controller and the Processor under which the Processor performs work for the Data controller via an application or service offered by the Processor whereby Personal Data are obtained;
3. Personal Data: data by which a natural person can be identified;
   Processing: any act or set of acts relating to Personal Data;

15.2. Duration, term and termination

The terms and conditions regarding the Processing of personal data shall come into effect on the date of signature of the Agreement and shall apply to all Agreements between the Parties from that time onwards.

1. The provisions and conditions in article 15. regarding the Processing of personal data will terminate by operation of law at the time that the Agreement between the Parties is terminated or one of the Parties is declared bankrupt.
2. In the event of termination of the Agreement, Parties will consult on the transfer of the Personal Data to Data Controller.

15.3. Purposes of processing

1. Under the terms of the Agreement, Data Controller undertakes to process personal data on behalf of Processor. Processing will take place exclusively within the framework of the Connection and for purposes to be determined by agreement. The Connection, including the Software supplied, is used for the purposes of online learning and communication about elearning modules (online courses) that are produced on the instructions of the Processing Responsible Party or by the Processor and offered to the Data Subjects via the Connection on the platform used. Data Subjects who are admitted to the Connection provided to them by the Processor can log in and make use of the training modules accessible and available via the Software. To this end, Processor will

2. use the personal data provided by the Data Subjects to grant the Data Subjects access and to allow them to inspect the progress and results.
3. Data controller will not process the personal data for any purpose other than as determined by the Processor. The Processor will inform the Data controller of the processing purposes if they are not already stated in the Annexes.

15.4. Obligations of the Data Controller

1. The Processor guarantees that the processing of personal data falls under one of the GDP regulation. The processor will indemnify the data controller against all claims and demands relating to non-compliance or incorrect compliance with the notification obligation.

2. Provided that the processing of personal data has not been executed as stated in the GDPR the Data controller shall be responsible for reporting this misconduct to the Personal Data Authority within the specified period.
3. The Data Controller warrants the Processor that the content, the use and/or the Personal Data are not unlawful and do not infringe any right of a third party.

15.5. Obligations of Processor

1. With regard to the processing of personal data the Processor will ensure compliance with the applicable laws and regulations, including in any case the laws and regulations under the GDPR
2. The Processor shall process the Personal Data on the instructions of the Data controller and shall carry out requests and/or instructions from the Data controller concerning adjustments to the processing of Personal Data insofar as this is possible within the framework of the Connection and Software used and provided that the Data controller bears the costs of adjustments to be made to the software for this purpose.
3. Processor shall ensure that appropriate technical and organisational measures are in place to ensure that, in its capacity as Processor of Personal Data, it complies with the requirements of the GDPR and ensures the protection of the rights of Data Subjects.
4. The Data controller gives its consent to the Processor to engage third parties for the purposes of Processing in the context of the performance of the Agreement, and the GDPR with regard to the Processing of personal data.

5. The Processor shall take technical and organisational measures in respect of the Processing of Personal Data to be carried out in order to prevent loss or unlawful Processing (such as unauthorised access, impairment, alteration or disclosure of the data). These obligations of the Processor also apply to those who process Personal Data under the authority of the Processor, including but not limited to employees, in the broadest sense of the word.
6. The Processor shall inform the Data controller accountant, at the latter's first request, of the measures it has taken with regard to its obligations.
7. If there is a security incident and/or data leak as referred to in the GDPR at the Processor - or at a third party engaged by the Processor - the Processor will always report this to the Data controller without delay. In doing so, it will also indicate:

- What caused the security incident/data breach,
- What are the possible consequences of the security incident/data breach;
- How Processor will take (or has already taken) measures to limit these consequences.
- The period within which the breach has taken place
- The type or types of personal data involved in the breach

8. In the event that a Data Subject makes a request for inspection, or for correction, supplementation, amendment or blocking to the Processor, the Processor will process the request further. Processor will give at the request and expense of Data controller its cooperation.
9. The parties shall inform each other without delay of any relevant changes in the processing.

15.6 Transfer of personal data
Processor may process the personal data in countries within the European Union. Processor shall not process the personal data in or transfer it to countries outside the European Union.

15.7 Division of responsibility

1. The Processor is solely responsible for the processing of the personal data that is stored within the context of the Connection and Software, and that is generated in accordance with the instructions of Data controller under the explicit (final) responsibility of the Data controller. he Processor is explicitly not responsible for other processing of personal data, including but not limited to the collection of the personal data by the Data controller for purposes not notified to the Processor.
2. The Processor guarantees that the content, use and commissioning of the processing of the personal data as referred to in the Agreement is not unlawful and does not infringe any third-party right.

15.8 Audits

1. The Data controller is entitled to carry out an audit once a year to verify the agreements.
2. Processor shall store the supporting data required for the audits, provided it is relevant to the processing of Personal Data. Processor reserves the right to make a distinction during an audit between data provision relating to the processing of Personal Data and data provision whereby access is requested to business-sensitive data which may harm the intellectual property of software and/or service.The latter will not be provided, or only under conditions to be determined.
3. The persons performing the audit shall conform to the security procedures applicable at the Processor and at any third parties engaged by the Processor in connection with the performance of the Agreement.All costs of an audit will be borne by the Data controller Processor may charge the costs incurred by him to Data controller; to this end, the Data controller will receive a cost estimate in advance that Processor prepares on the basis of desired audit objectives.

4. The Processor will agree a date with the Data controller when the audit can take place. If the date and time of the audit is not convenient for Processor due to business and/or organizational reasons, it will inform Processor in a timely manner and the Parties must agree on a new date. The findings of the audit will be assessed by the Parties in mutual consultation and, as a result, may or may not be implemented by one or both parties jointly.

15.9 Liability

Insofar as Processor can be held liable for damage suffered by the Data Controller in the sense of the GDPR due to an attributable failure to perform its obligations regarding the Processing of Personal Data, the total liability of Processor towards Data Controller is limited to compensation of the direct and demonstrable damage suffered by Data Controller; in no event will this exceed the amounts invoiced by Processor to Data Controller under the agreement (excluding turnover tax) in the year in which the damage occurred; but never more than €. 25,000 in total (twenty-five thousand euros). Liability of Processor for property damage (of any nature) and Indirect damage is excluded. Indirect damage includes consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business interruption and damage as a result of claims from third parties.

15.10 Secrecy and confidentiality

1. All personal data that the Processor receives from the Data controller and/or collects itself in the context of this Processing Agreement is subject to an obligation of confidentiality vis-à-vis third parties.
2. This secrecy obligation will not apply insofar as the Data Controller has given its express consent to provide the information to third parties, if providing the information to third parties is logically necessary, or if there is a legal obligation to provide the information to a third party.

15.11 Personal data ownership rights

1. All industrial or intellectual property rights in relation to the Personal Data to be processed or processed shall belong to the Controller.

Article 16 - Additional delivery terms

All offers, orders, negotiations and agreements whereby THE ETRAINING COMPANY provides a Connection, Software and/or services, are subject to the additional conditions described in this article in addition to the general Delivery and Service Conditions:

16.1 Agreement

Unless otherwise agreed, taking into account an initial period, an Agreement is entered into for at least one year. The Agreement is always tacitly renewed for a period of one year, unless the Other Party cancels the Agreement in writing at the latest one month before the end of the current contract year. After the conclusion of the Agreement, however, additional agreements may be made. These arrangements and/or any promises made by or on behalf of THE ETRAINING COMPANY will only be binding on THE ETRAINING COMPANY if these have been confirmed in writing by THE ETRAINING COMPANY. Any additional agreements will be subject to the General Conditions of Delivery.

16.2 Connection

THE ETRAINING COMPANY is entitled to temporarily block and/or restrict the Connection if the Other Party / Customer does not fulfil an obligation towards THE ETRAINING COMPANY or does not fulfil it properly or in full or if it acts in breach of the Contract. Blocking or limiting the Connection will not affect the payment obligation of the Other Party/Under Party. The Other Party/Widower accepts that it cannot claim compensation for damages as a result of the blocking.

16.3 Access code

This paragraph will apply if Other Party receives an Access Code (so-called webmaster code) from THE ETRAINING COMPANY. THE ETRAINING COMPANY will send the Other Party the Access Code in a personal e-mail upon receipt of the Offer. The Other Party will indemnify THE ETRAINING COMPANY against any third-party claims resulting from the Other Party's attributable failure to secure this Access Code. THE ETRAINING COMPANY excludes any liability in respect of any damage that may arise after the Access Code has been sent. In particular, THE ETRAINING COMPANY shall not be liable for the loss, theft or misappropriation of the Access Code. Other Party must immediately report the loss, theft or misuse by third parties of the Access Code to THE ETRAINING COMPANY so that THE ETRAINING COMPANY can immediately change the Access Code. Until such time as the report is made, the Other Party shall be liable for any damage arising from the use made of the Access Code.

16.4 Right of use

THE ETRAINING COMPANY grants the Other party user rights to the Services, such as the Connection, Software and all incuding tool, these will apply for the duration of the Contract. User rights are never transferable without the written consent of THE ETRAINING COMPANY. The Other Party is not permitted to rent, sell, dispose of, lease, pledge, transfer as security or hand over the services and/or software to third parties under any title whatsoever for whatever purpose, or allow third parties to use them. The Other Party may only use the Services and Software in accordance with the Agreement. Unless otherwise agreed in the Agreement or regulated via Software, the Other Party is not permitted to allow third parties to make use of the Connection and Software via sub-domains other than those designated in the Agreement.

Marketing may take place through the sale of training modules which the Other Party offers to third parties under its own liability and responsibility via its subdomain. ETC will not bear any legal liability and/or responsibility for any rights and/or obligations which the Other Party has entered into or is entering into with third parties in respect of the Connection supplied by THE ETRAINING COMPANY for the Other Party, including the software made available.

Other Party can store or have stored on THE ETRAINING COMPANY's server a maximum of the gigabytes of information specified in the Agreement, unless expressly agreed otherwise in writing.

The Other Party will observe the generally accepted values and standards that apply to communication over the Internet.

The Other Party will not perform actions of which it can reasonably suspect that this hinders other users of the Internet and/or networks connected to it.

The Other Party is not permitted to trace the software fully or partially back to the source code ('reverse engineering').

The Other Party is not permitted to use the Connection for punishable or unlawful behavior, such as the reproduction, distribution and dissemination of material protected by copyright without the permission of the copyright holder, or the unauthorized intrusion of other computers on the Internet and/or networks connected to it whereby the Other Party breaks through any security and/or gains access by means of a technical intervention using false signals or a false key or by assuming a false capacity.

THE ETRAINING COMPANY is entitled to disconnect the Other Party with immediate effect and to dissolve the Agreement if it suspects, on the basis of the information at its disposal, that the Other Party is using the Connection for punishable or illegal behavior via the Internet or networks connected to it. In this case, the Other Party will not receive a refund of any prepaid usage fee. THE ETRAINING COMPANY reserves the right to recover from the Other Party any damage suffered in this regard. Other party accepts that it cannot claim any compensation for damages as a result of disconnection.

16.5 Price

An Agreement is concluded on the basis of the prices applicable at the time of conclusion. Prices are exclusive of VAT, including any levies and/or duties, excluding additional services, unless agreed otherwise. THE ETRAINING COMPANY is entitled to change the rates. The changes will be announced to the Other Party in the most appropriate way at the latest one month before they take effect.

16.6 Payments

16.6.1 All payments shall be made in advance for the period stated in the Agreement, unless otherwise agreed;

16.6.2 Invoices for delivery are payable exclusively to THE ETRAINING COMPANY B.V. unless otherwise agreed in writing;

16.6.3 All costs incurred by THE ETRAINING COMPANY in collecting the amounts owed by the Other Party, both judicial and extra-judicial, will be for the account of the Other Party. The amount of the collection costs owed to THE ETRAINING COMPANY will be calculated in accordance with the collection rate of the Netherlands Bar Association, as determined from time to time;

16.6.4 Upon or after entering into the Contract, the Other Party will be obliged at THE ETRAINING COMPANY's first request to furnish adequate security in connection with its payment obligations and other obligations arising from the Contract. Pending the provision of such security, THE ETRAINING COMPANY will be entitled to suspend its obligations. Payments made by the Other Party to ETRAINING COMPANY will always be considered as serving to settle the interest and/or costs owed and subsequently the outstanding invoices.

16.7 Improper use of Connection and Software

16.7.1 It is not permitted to send spam messages or post spam news items via the message tool of the e- learning system;

16.7.2 Sending commercial e-mails that are not directly related to the e-modules present in the e-learning environment of the Other Party is only permitted if these e-mails meet the legal requirements. Liability and responsibility lie at all times with the Other Party;

16.7.3 It is not permitted to use the Connection that has been made available or to use or allow the use of any audio or video material placed in an e-module that is subject to Copyright or for the performance and/or facilitation of any unauthorized use and/or unlawful acts and/or criminal offences.

The following actions are in any case considered as unauthorized use:
-The perpetration of an infringement of intellectual property rights of third parties;
-The unlawful and/or criminal distribution of secret or confidential information;
-The unlawful posting or criminal distribution of content, images and/or sound material that is contrary to public decency (this includes: racist and/or discriminatory statements, profanity, hate texts, pornography, criminal data traffic and/or offensive statements).
computer violation ("hacking") via the system and/or by using the available tools;
- Modifications in the software providing access to (parts of) the e-learning network of which it is clear that this access is not open to the Other Party or the users of the subdomain.

Appendix 1 Personal data register

1.1 Personal data being processed

The following personal data are processed on the basis of this Agreement(s):

- Name and address details;

- Date of birth;

- Gender;

- User names;

- Company

- Telephone number;

- E-mail address;

- Details of training courses carried out;

- Data on results per training course;

- Details of certificates obtained;

- Log data;

1.2 Purposes of Processing Personal Data

To this end, Processor will use the personal data made available by Data Subjects in order to grant Data Subjects access and to allow them to inspect progress and results. On the basis of this information, Processor can

- ensuring that training modules provide useful and usable content.
- ensure that the number of training sessions is properly adjusted to the information needs.
- improve the quality of training modules and develop new useful applications.
- Deliver personalized content and promotions.
- Optimize security (protect against fraud and abuse).
- Perform analyses and measurements to better understand how services are used.
- Combining data.
- Sending information and/or offers by e-mail geared to personalized use
- Business purposes such as providing usage statistics to companies/organizations that offer a specific training course (they will only see the following personal data: name of participant, company, place of residence and score).

Personal data is also processed for the following purposes: administration, customer service, relationship management, quality assurance, business management and execution, risk assessment, security, fraud and crime prevention or detection, auditing, research and analysis, marketing, product and service development, dispute resolution, credit control and debt collection.

Appendix 2 Technical and organizational security measures

THE ETRAINING COMPANY's security policy, in accordance with the 'Security of Personal Data' guidelines issued by the Authority for the Protection of Personal Data, pays attention to:

- Assignment of responsibilities for information security;

THE ETRAINING COMPANY shall conclude an confidentiality agreements with all employees and third parties who have access to personal data of this Connection on behalf of THE ETRAINING COMPANY

- Physical security, equipment security, access security;

  - THE ETRAINING COMPANY's system is based on a closed source framework. Because of this, the source code is not public and the chance of a security breach is smaller than with open source systems.

  - THE ETRAINING COMPANY maintains a strict password policy for all its employees. Passwords can be enabled or disabled centrally, which also happens if someone is no longer employed by us or no longer working on the project.

  - The backend of the system is secured on the basis of MD5 encryption and SSL

  - Security awareness; based on the DRP and the guidelines issued by the Authority for the Protection of Personal Data, THE ETRAINING COMPANY has drawn up basic Principles for Security Aspects on which organizational, technical and administrative processes are based. These protocols are updated on the basis of new guidelines and developments. The 'Basic principles of security' can be requested separately from THE ETRAINING COMPANY.

Addendum
Monroe County
Terms and Conditions

The Monroe County Board of County Commissioners (herein after "County") and The ETRAINING COMPANY B.V., established and located in Zoetermeer, Netherlands (herein after "THE ETRAINING COMPANY") agree as set forth below.

The County and ETRAINING COMPANY hereby enter into this Addendum to the "General deliver & Service conditions" as set forth below and agree and incorporate the Monroe County Terms and Conditions follows:

This Addendum, along with the General deliver & Service conditions" as amended are considered the Agreement between the parties. Due to United States (U.S.) and Florida law, the provisions as set forth herein will control and be applied in accordance with U.S. and Floria law.

Payment will be made in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes. Payments due and unpaid under the Contract shall bear interest pursuant to the Local Government Prompt Payment Act. ETRAINING COMPANY shall submit to the County invoices with supporting documentation that are acceptable to the Monroe County Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Payment will be made by check, unless otherwise agreed to the Clerk.

The County is a political subdivision of the State of Florida and is exempt from taxation. The County can provide its Certification of Exemption upon request.

The County's performance and obligation to pay under this Order Form and any agreement is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

County's indemnification is limited and subject to the sovereign immunity provisions of Sec. 768.28, Florida Statutes. Paragraph 6. Indemnification in the Terms and Conditions are limited and subject to the sovereign immunity protections of Sec. 768.28. Nothing contained in any agreement shall be deemed a waiver of immunity, nor shall any contract entered into by the County be required to contain any provision for waiver.

Maintenance of Records: ETRAINING COMPANY shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives, shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the termination of this Agreement. If an auditor employed by the County or the determines that monies paid to ETRAINING COMPANY pursuant to this Agreement were spent for purposes not authorized by this Agreement, ETRAINING COMPANY shall repay the monies together with

interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to Contractor.

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

Attorney's Fees and Costs: The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Nondiscrimination: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Public Records Compliance. ETRAINING COMPANY must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract

performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by ETRAINING COMPANY. Failure of ETRAINING COMPANY to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. ETRAINING COMPANY is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. In accordance with Sec. 119.0715, trade secret information as defined in Sec. 688.002, Florida Statutes, is confidential and exempt as a public record under Sec. 119.07(1), Florida States and s. 24(a), Art I of the State Constitution.

Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

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

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

E-Verify System - In accordance with F.S. 448.095, Any Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the ETRAINING COMPANY during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subconstruct with an unauthorized alien. ETRAINING COMPANY shall comply with and be subject to the provisions of F.S. 448.095

COUNTY FORMS. By signing this Agreement, **ETRAINING COMPANY** has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics Statement,

Drug-Free Workplace Statement and Vendor Certification Regarding Scrutinized Companies List as set forth in more detail in this Agreement.

Public Entity Crime Statement

The ETRAINING COMPANY certifies and agrees that ETRAINING COMPANY nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

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

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

By signing this Agreement, ETRAINING COMPANY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, ETRAINING COMPANY further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ETRAINING COMPANY has been placed on the convicted vendor list.

ETRAINING COMPANY will promptly notify the COUNTY if it or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

Ethics Clause

By signing this Agreement, ETRAINING COMPANY warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

ETRAINING COMPANY agrees and certifies compliance with the following:
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of ETRAINING COMPANY, I hereby certify that the company identified above as "ETRAINING COMPANY" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism List, or engaged in business operations in Cuba or Syria.
I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Non-Collusion Affidavit

ETRAINING COMPANY by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of ETRAINING COMPANY, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

ETRAINING COMPANY.

Signature

M. de Wijster

Name (printed)

Director

Title

29-1-2024

Date

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: D7
2023-2161

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
No

STAFF CONTACT: Christine Limbert

AGENDA ITEM WORDING: Approval of First Amendment to Advertising Agency Agreement with Underwood Martell, Inc. d/b/a Tinsley Advertising and Marketing, Inc. to revise the scope of services, compensation and reimbursement contract provisions to allow for attendance at the Governor's Conference on Tourism, to prepare and submit Visit Florida Flagler award entries and to attend conventions, trade shows, conferences or other events as approved by the TDC board.

ITEM BACKGROUND:

The County and Underwood Martell, Inc. d/b/a Tinsley Advertising and Marketing, Inc. (Contractor) entered into an Advertising Agency Agreement on July 21, 2021 for professional advertising services, which includes consulting advice relating to the Monroe County Tourist Development Council ("TDC") marketing and promotion of tourism.

The Governor's Conference on Tourism is held annually and is one of VISIT FLORIDA'S events which is an educational conference for the Florida tourism industry. This event brings together tourism industry professionals, advertising agencies, travel experts and state leaders to explore the latest trends and opportunities for the tourism industry. The Contractor has attended this event for more than 25 years as the County's advertising agency and regards it as a show case of all Destination Marketing Organizations (DMOs) and attractions in the State of Florida to learn more about the travel industry in Florida and as well as travel trends, and VISIT FLORIDA co-op program etc. which assist Contractor in better promotion of the Florida Keys and Key West.

The Flagler Awards is an annual statewide competition recognizing outstanding Florida tourism marketing and the awards ceremony is part of the Governor's Conference on Tourism. The program was created by VISIT FLORIDA to honor the countless individuals and organizations that help position Florida as the No. 1 travel destination in the world. Each year the Flagler Awards pay tribute to the determined efforts of those who use their skill, resourcefulness, creativity and innovative spirit to market Florida to the world. At the direction of the TDC's Marketing Director, entries have been prepared and submitted by Contractor which has resulted in winning entries awarded to the TDC.

Contractor also attends other conventions, trade shows and conferences as approved by the TDC or TDC's Marketing Director which will allow for the Contractor to better promote the Florida Keys and Key West, as the TDC's exclusive advertising agency.

The Agreement did not specifically include these services and participation in these events in the scope of services listed in the Agreement. This Amendment to the Agreement to allow for these services to continue and to revise the scope of services, compensation and reimbursement contract provisions to include these services and costs.

PREVIOUS RELEVANT BOCC ACTION:
The BOCC approved the Agreement on July 21, 2021.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
This Amendment to the Agreement revises the scope of services, compensation and reimbursement contract provisions to allow for attendance at the Governor's Conference on Tourism, to prepare and submit Flagler award entries and to attend conventions, trade shows, conferences or other events as approved by the TDC board.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

2024 02 COI Tinsley Signed exp 3 25 2024.pdf
2024 02 COI Tinsley Signed exp 7 1 2024.pdf
Amendment to Tinsley Agreement Final-signed.pdf

FINANCIAL IMPACT:
TDC Budget
The Estimated Financial Impact is as follows based on last year's costs.
Total: $7,050
Governor Conference on Tourism: Travel, Lodging, per diem to for 3 Tinsley employees approximately $3,400
Flagler Award Entries (10 Entries)
Staff time to prepare & submit entries- approximately $3,200
Entry Fees- $450

TINSADV-01 NVALLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2-09-2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Butler, Buckley, Deets, Inc.
6505 Blue Lagoon Dr Suite 250
Miami, FL 33126

CONTACT NAME: Elliott McKiever & Stowe
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: lstowe@bbdins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY MUTUAL INS CO	23043
INSURER B : Axis Insurance Company (ADM)	37273
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TINSLEY ADVERTISING MARKETING
2000 S Dixie Hwy ,Ste 201
Miami, FL 33133

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER: APPROVED BY RISK MANAGEMENT BY DATE 2/11/2024 WAIVER N/A___YES___	X		BZS(24)66002877	3/25/2023	3/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ Excluded $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		BZS(24)66002877	3/25/2023	3/25/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			USO (24) 66002877	3/25/2023	3/25/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Occurrence Prof.Liability			P-001-000244665-05	2/11/2024	1/11/2025	Each claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MONROE COUNTY BOCC IS ADDED AS AN ADDIONAL INSURED WITH REGARD TO GENERAL LIABILITY AND AUTOMOBILE INSUANCE.

CERTIFICATE HOLDER

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O RISK MANAGEMENT
P.O. BOX 1026
KEY WEST,FL
33041

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Larry B. Stowe

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Illinois National Ins Co	23817
INSURED	INSURER B :	
ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Underwood Martell Inc DBA Tinsley Advertising &Marketing 2000 S Dixie Hwy Suite 105B Miami, FL 33133	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
				APPROVED BY RISK MANAGEMENT			PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:			BY			GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC			DATE 2/11/2024			PRODUCTS - COMP/OP AGG	$
	OTHER:			WAIVER N/A___YES___				$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 034274994 FL	07/01/2023	07/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Underwood Martell Inc DBA Tinsley Advertising &Marketing paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Underwood Martell Inc DBA Tinsley Advertising &Marketing is an alternate employer under this policy.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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FIRST AMENDMENT TO ADVERTISING AGENCY AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, is made and entered into this 21st day of February 2024, by and between **Monroe County, Florida**, (hereinafter called the "County"), and **Underwood Martell, Inc., doing business as Tinsley Advertising & Marketing, Inc.** (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the County and Contractor entered into an Advertising Agency Agreement on July 21, 2021 ("Agreement") for professional advertising services, which includes consulting advice relating to the Monroe County Tourist Development Council ("TDC") marketing and promotion of tourism, and

WHEREAS, the Governor's Conference on Tourism is held annually and is one of VISIT FLORIDA'S events which is an educational conference for the Florida tourism industry. This event brings together tourism industry professionals, advertising agencies, travel experts and state leaders to explore the latest trends and opportunities for the tourism industry; and

WHEREAS, the Contractor has attended this event for more than 25 years as the County's advertising agency and regards it as a show case of all Destination Marketing Organizations (DMOs) and attractions in the State of Florida to learn more about the travel industry in Florida and as well as travel trends, and VISIT FLORIDA co-op program etc. which assist Contractor in better promotion of the Florida Keys and Key West; and

WHEREAS, The Flagler Awards is an annual statewide competition recognizing outstanding Florida tourism marketing and the awards ceremony is part of the Governor's Conference on Tourism. The program was created by VISIT FLORIDA to honor the countless individuals and organizations that help position Florida as the No. 1 travel destination in the world. Each year the Flagler Awards pay tribute to the determined efforts of those who use their skill, resourcefulness, creativity and innovative spirit to market Florida to the world. At the direction of the TDC's Marketing Director, entries have been prepared and submitted by Contractor which has resulted in winning entries awarded to the TDC; and

WHEREAS, Contractor also attends other conventions, trade shows and conferences as approved by the TDC or TDC's Marketing Director which will allow for the Contractor to better promote the Florida Keys and Key West, as the TDC's exclusive advertising agency; and

WHEREAS, the Agreement did not specifically include these services and participation in these events in the scope of services listed in the Agreement; and

WHEREAS, County desires to enter into this Amendment to the Agreement to allow for these services to continue and to revise the scope of services, compensation and reimbursement contract provisions to include these services and costs;

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

1. Amend Paragraph 2. Scope of Services to add the following:
   N. The Contractor shall attend the annual Florida Governor's Conference on Tourism. The Contractor shall attend conventions, trade shows, conferences and other events as approved by the TDC which are deemed to assist the Contractor in performance of the advertising services set forth in this Agreement.

   O. The Contractor shall prepare and submit Flagler award entries, as directed by the Marketing Director. The Contractor shall be compensated for its time to create and submit the Flagler award entries and for the entry fee.

2. Amend Paragraph 3. Compensation to add the following:

   E. VISIT FLORIDA Governor's Conference on Tourism & Flagler awards and other events as approved by the TDC:
   1) Contractor shall be reimbursed for travel costs to and from the VISIT FLORIDA annual Governor's Conference on Tourism, including travel, lodging, mileage, per diem in accordance with Monroe County Codes and Policies. The Contractor shall be reimbursed for the Registration/Conference Fee.
   No time will be charged, and no compensation shall be paid for attendance at any convention, trade show, conference or other event. Travel expenses are regulated by the Monroe County Code Sec. 2-106 to 2-112 and adequate documentation must be provided by Contractor, including but not limited to the exact dates of travel, lodging, mileage, costs. If the TDC approves Contractor's attendance at other conventions, trade shows, conferences and events, the Contractor shall be reimbursed for travel, lodging, milage, per diem, and registration fees.
   2) Flagler Awards: The Contractor shall be compensated for time to create, prepare and submit entries. The Contractor shall also be reimbursed for the entry fee charged by VISIT FLORIDA. The Contractor's time shall be invoiced in accordance with the hourly rates as set forth below:

   Creative Director - $180.00
   Senior Copywriter - $175.00
   Copywriter - $140.00
   Senior Art Director - $165.00
   Broadcast Supervision - $120.00
   Computer Artist - $145.00
   Traffic Supervisor - $135.00

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

_____
As Deputy Clerk

Board of County Commissioners
of Monroe County

_____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 2/10/24

(To be filled out by Contractor)

Tinsley Advertising and Marketing, Inc.

By: _____
Chief Executive Officer

JOHN UNDERWOOD
Print Name

FEBRUARY 10, 2024
Date

AND TWO WITNESSES

(1) _____

(2) Gretchen Tunkey

(1) WILLIAM TUNKEY
Print Name

(2) Gretchen Tunkey
Print Name

Date: 02-10-2024

Date: 02-10-2024

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number:
2023-2156

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: Director of Legislative Affairs Lisa Tennyson - Department Update.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number:
2023-2157

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: Public Information Officer Kristen Livengood - Department Update.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F1
2023-2052

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 2 property for density reduction - Block 12, Lot 2, Tropical Bay 3rd Addition on Big Pine Key near mile marker 30 from Yovani Pinero and Dianik Martinez for the price of $94,000.

ITEM BACKGROUND:
This acquisition is proposed to protect property rights, to reduce density, and to reduce the County's potential liability for takings suits. The Monroe County Land Authority (MCLA) negotiated the proposed agreement on the Board's behalf pursuant to an interlocal agreement between MCLA and the County authorizing MCLA to administer the County's Density Reduction Acquisition Program.

The subject property is located on Egret Lane on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $94,000.00
- Cost of Appraisal: $0.00
- Cost of Survey: $0.00
- Title Fees & Insurance: $1,015.50
- Attorney Fee/Notary Fee: $725.00
- Recording Fees: $35.50
- Total Costs: $95,776.00

Attributes of the Subject Property:

- Parcel ID#: 00314260-000000
- Size: 9,877 square feet
- Tier Designation: Tier 2
- Zoning Designation: Improved Subdivision - Masonry (IS-M)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Undeveloped Land

- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: $94,000
- ROGO Dedication Points: 2 points
- Cost per ROGO Dedication Point: $47,000

PREVIOUS RELEVANT BOCC ACTION:

On September 21, 2022 the Board approved the Third Amended and Restated Interlocal Agreement between MCLA and the County authorizing MCLA to administer the County's Density Reduction Acquisition Program.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Aerial Photograph
Property Record Card
Purchase Agreement

FINANCIAL IMPACT:

Effective Date: February 21, 2024

Expiration Date: None

Total Dollar Value of Contract: $94,000.00 plus estimated closing costs of $1,776.00 (estimated)

Total Cost to County: $95,776.00 (estimated)

Current Year Portion: $95,776.00 (estimated)

Budgeted: Yes

Source of Funds: 304 Funds infrastructure sales surtax

CPI: N/A

Indirect Costs: To be determined

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: No **If yes, amount:**

Grant: No

County Match: N/A

Insurance Required: Yes, will be covered by County's liability policy

Additional Details: $94,000.00 plus estimated closing costs of $1,776.00 (estimated)

Block 12, Lot 2, Tropical Bay 3rd Addition

Big Pine Key



qPublic.net™ Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00314260-000000
Account#	1387789
Property ID	1387789
Millage Group	100H
Location Address	VACANT LAN EGRET Ln, BIG PINE KEY
Legal Description	BK 12 LT 2 TROPICAL BAY 3RD ADDN PB5-81 BIG PINE KEY OR402-477 OR457-456/57 OR2858-436 OR3076-2470 (Note: Not to be used on legal documents.)
Neighborhood	585
Property Class	VACANT RES (0000)
Subdivision	TROPICAL BAY ADD NO 3
Sec/Twp/Rng	14/66/29
Affordable Housing	No



Owner

PINERO YOVANI
16802 SW 82nd Ct
Palmetto Bay FL 33157

MARTINEZ DIANIK
16802 SW 82nd Ct
Palmetto Bay FL 33157

Valuation

		2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$81,633	$60,151	$64,447	$75,189
=	Just Market Value	**$81,633**	**$60,151**	**$64,447**	**$75,189**
=	Total Assessed Value	**$81,633**	**$60,151**	**$64,447**	**$75,189**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$81,633**	**$60,151**	**$64,447**	**$75,189**

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	9,877.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/19/2021	$150,000	Warranty Deed	2305120	3076	2470	05 - Qualified	Vacant		
5/25/2017	$115,000	Warranty Deed	2126142	2858	436	05 - Qualified	Vacant	KACHUR JAMES B	
2/1/1970	$2,500	Conversion Code		457	456	Q - Qualified	Vacant		

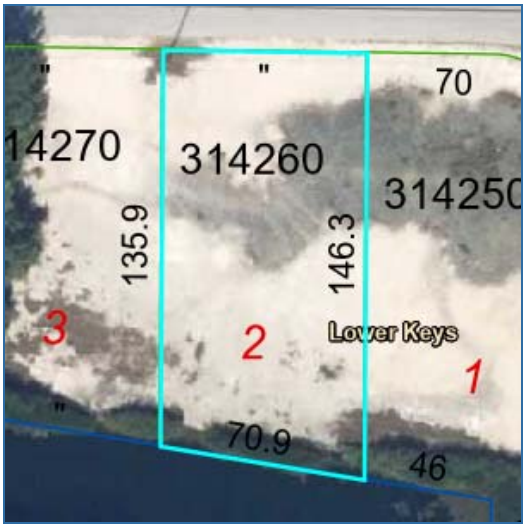
View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

2022 TRIM Notice (PDF)

2022 Notices Only

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

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

Developed by Schneider GEOSPATIAL

Last Data Upload: 12/16/2022, 5:00:51 AM

Version 2.3.234

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this 23 day of January, 2024, by and between

Yovani Pinero and Dianik Martinez

(hereinafter "Seller(s)"), for themselves, their heirs, executors, administrators, successors and assigns, and MONROE COUNTY, FLORIDA (hereinafter "COUNTY").

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the COUNTY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the COUNTY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$94,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 12, Lot 2, Tropical Bay 3rd Addition (PB 5-81)
   Parcel ID# 00314260-000000

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

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

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

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

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered while this Agreement is pending. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the COUNTY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the

Electronically Signed using eSignOnline™ [Session ID : 054e7ee4-8606-4e9e-ab1a-bacc34e9721a]

Seller(s); and that, in the event any such loss or damage occurs, the COUNTY may, without liability, refuse to accept conveyance of said lands.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the COUNTY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the COUNTY or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the COUNTY a good and sufficient deed of warranty conveying to the COUNTY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the COUNTY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the COUNTY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the COUNTY agrees that it will purchase all of said lands and other interests at the price of **$94,000.00**. The COUNTY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the COUNTY shall have approved the title thus vested in the COUNTY, it will cause to be paid to the Seller(s) the purchase price. The COUNTY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the COUNTY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the COUNTY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the COUNTY will be obtained by the COUNTY at its expense. The Seller(s) expressly agree herein to furnish to the COUNTY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the COUNTY, whether or not such taxes and assessments are then due and payable.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

16802 SW 82nd Court	**with a copy to:**	**Yvette Toledo Baste**
Palmetto Bay, FL 33157		**Horizon Homes Realty**
		yvette.toledobaste@gmail.com

Electronically Signed using eSignOnline™ [Session ID : 054e7ee4-8606-4e9e-ab1a-bacc34e9721a]

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the COUNTY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 23, 2024,** to sign and return this Agreement to the COUNTY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Monroe County Board of County Commissioners, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Yovani Pinero**

YOVANI PINERO	01/23/2024 08:20 PM		
Signature	Date	Phone Number	Email Address

Seller/ **Dianik Martinez**

DIANIK MARTINEZ	01/23/2024 08:20 PM		
Signature	Date	Phone Number	Email Address

Buyer/ COUNTY: MONROE COUNTY, FLORIDA

ATTEST: Kevin Madok, CPA, Clerk

By: _____ _____
As Deputy Clerk Holly Merrill Raschein, Mayor

(Seal)

Date: _____

Electronically Signed using eSignOnline™ [Session ID : 054e7ee4-8606-4e9e-ab1a-bacc34e9721a]

F2

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F2
2023-2071

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a resolution of the Monroe County Board of County Commissioners requesting the Monroe County Comprehensive Plan Land Authority to convey real property described as Block 11, Lot 12, Tropical Bay Third Addition (PB 5-81) on Big Pine Key to Monroe County for density reduction subject to a Land Use Restriction Agreement (LURA) and authorizing the Mayor to sign said LURA.

ITEM BACKGROUND:

The Land Authority is in the process of purchasing Block 11, Lot 12, Tropical Bay Third Addition on Big Pine Key for ROGO Administrative Relief and density reduction using funding from the Land Authority's ROGO Reserve Fund.

Density reduction lots are maintained by the BOCC and Monroe County has already acquired a number of density reduction lots in the Tropical Bay neighborhood.

The proposed resolution authorizes Monroe County to accept the property from the Land Authority so it can be managed in a coordinated manner with the other County owned lots in the neighborhood. Consistent with the County's density reduction goals, the conveyance will be subject to a Land Use Restriction Agreement (LURA) extinguishing the property's density but allowing the County to sell the property.

PREVIOUS RELEVANT BOCC ACTION:

December 13, 2023 BOCC approved Resolution 572A-2023

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Proposed BOCC Resolution and LURA.pdf
BOCC Resolution 572A-2023.pdf
Aerial Photograph.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY TO CONVEY REAL PROPERTY DESCRIBED AS BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY TO MONROE COUNTY FOR DENSITY REDUCTION SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA) AND AUTHORIZING THE MAYOR TO SIGN SAID LURA.

WHEREAS, the Monroe County Board of County Commissioners (hereinafter "BOCC") approved Resolution 572A-2023 approving the request for Administrative Relief made by Thomas Rothdeutsch on the above referenced property (hereinafter "Subject Property") in the form of a purchase offer by the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority"); and

WHEREAS, the Land Authority has contracted to purchase the Subject Property for density reduction and said purchase will be funded from the Land Authority's Rate of Growth Ordinance (ROGO) Reserve Fund; and

WHEREAS, Density Reduction lots are maintained by the BOCC and the BOCC desires the Land Authority convey the Subject Property to Monroe County subject to a Land Use Restriction Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

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

Section 2. The BOCC hereby requests the Land Authority to convey the Subject Property to Monroe County subject to the Land Use Restriction Agreement shown in Attachment "A".

Section 3. The Mayor is hereby authorized to execute the Land Use Restriction Agreement shown in Attachment "A" restricting use of the Subject Property to density reduction in accordance with Section 380.0666 (3)(a), Florida Statutes.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on this ___ day of _____ 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor Holly Merril Raschein

(Seal)
ATTEST: KEVIN MADOCK, CLERK

By: _____

_____
DEPUTY CLERK

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

LAND USE RESTRICTION AGREEMENT

BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY WITH PARCEL ID#00314240-000000.

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 20__, between MONROE COUNTY (hereinafter "County") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority"), a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. The site legally described as Lot 12, Block 11, Tropical Bay Third Addition as recorded in Plat Book 5, Page 81, of the Public Records of Monroe County, Florida (hereinafter "Subject Property") located at 30499 Hawk Lane, bay side of Big Pine Key, with Parcel ID Number 00314240-000000.

B. The County has adopted Resolution xx-xxxx nominating the Subject Property for purchase by the Land Authority, with subsequent conveyance to the County for density reduction purposes.

C. The Land Authority has adopted Resolution xx-xxxx and has contracted to purchase the Subject Property.

D. As a condition of the Land Authority purchasing the Subject Property, the County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666 (3)(a) for density reduction.

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

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

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

1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the County.

1.02 Use of the Subject Property shall be restricted as to density and therefore all density associated with the land is hereby extinguished and the Subject Property hereby and always shall have no density. Consistent with Article VII, Division 2 of the Monroe County Code, the Subject Property may be resold subject to this Land Use Restriction Agreement.

1.03 The County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II
CONSIDERATION

The Land Authority has purchased the Subject Property and is donating same to the County. In consideration of said donation, the County and the Land Authority have entered into this Agreement.

ARTICLE III
RELIANCE

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

ARTICLE IV
TERM

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

ARTICLE V
ENFORCEMENT

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

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

County: Monroe County
1100 Simonton St
Key West, FL 33040
Attention: County Administrator

Monroe County Office of County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
Attention: County Attorney

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

ARTICLE IX
MISCELLANEOUS

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

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

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY WITH PARCEL ID#00314240-000000.

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

WITNESSES:

Monroe County

_____
Print:_____

By:_____
Mayor Holly Merrill Raschein

_____
Print:_____

Address: 1100 Simonton Street
Key West, Florida 33040

Approved as to form and legality

_____
Robert Shillinger, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20__ by Holly Merrill Raschein as Mayor of Monroe County. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY WITH PARCEL ID#00314240-000000.

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

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

_____
Print:_____

By:_____
David P. Rice, Chairman

_____
Print:_____

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

Approved as to form and legality

[SEAL]

_____
Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20__, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

RESOLUTION NO. 572A –2023

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **APPROVING** THE REQUEST FOR ADMINISTRATIVE RELIEF MADE BY THOMAS ROTHDEUTSCH ON PROPERTY DESCRIBED AS LOT 12, BLOCK 11, TROPICAL BAY 3RD ADD., BIG PINE KEY, RE # 00314240-000000 IN THE FORM **OF A PURCHASE OFFER FROM THE MONROE COUNTY LAND AUTHORITY.**

WHEREAS, Thomas Rothdeutsch submitted an application for administrative relief under Policy 101.7.1 of the **Monroe County Year 2030 Comprehensive Plan**; and

WHEREAS, the Department of Planning and Environmental Resources provided a staff report to the Monroe County Board of County Commissioners regarding the application; and

WHEREAS, the Monroe County Board of County Commissioners makes the following findings of fact and conclusions of law:

1. The application for administrative relief from Thomas Rothdeutsch is for Lot 12, Block 11, Tropical Bay 3rd Addition, Big Pine Key in Monroe County, Florida having Real Estate No. 00314240-000000.
2. The date of the ROGO application is 05/29/2019.
3. The ROGO allocation application has been in the ROGO system for at least four (4) consecutive years and qualifies for administrative relief under Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
4. Monroe County Code (MCC) Section 138-27 provides a mechanism whereby an applicant who has not received an allocation award in ROGO may apply to the Board of County Commissioners for administrative relief.
5. The Board of County Commissioners (BOCC) has the authority to grant administrative relief under Policy 101.7.1 and may grant the applicant a building allocation, offer to purchase the property at fair market value, or provide such other relief as may be necessary and appropriate.
6. The applicant applied for administrative relief on 09/19/2023, under Section 138-27 of the MCC and Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
7. Policy 101.7.1 and Policy 105.2.8 of the Monroe County Year 2030 Comprehensive Plan provides criteria to be used for determining lands that are appropriate for acquisition and the criteria includes the environmental sensitivity of the vegetative habitat on the lot and the applicable Tier designation.

9. The subject property has the land use district designation of Improved Subdivision (IS) and is located in the Tropical Bay 3rd Addition Subdivision and is located in a Tier II designated area and is also within the Florida Forever acquisition boundary.

10. Monroe County Year 2030 Comprehensive Plan Policy 101.7.1 and Policy 105.2.8 states the Board may offer to purchase property as the preferred action for property located within Tier II.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Administrative relief is granted to Thomas Rothdeutsch, for Lot 12, Block 11, Tropical Bay 3rd Addition, Big Pine Key, Real Estate No. 00314240-000000 in the form of a purchase offer by the Monroe County Land Authority.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 13th day of December, 2023.

Mayor Holly Merrill Raschein	Yes
Mayor Pro Tem James K. Scholl	Yes
Commissioner Craig Cates	Yes
Commissioner Michelle Lincoln	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Holly Merrill Raschein

(SEAL)
ATTEST: KEVIN MADOK, CLERK
By: _____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
DEREK HOWARD
ASSISTANT COUNTY ATTORNEY
DATE 11/12/24

FILED FOR RECORD
2024 JAN 18 PM 4:35
CLK. CIR. CT.
MONROE COUNTY, FLA.

Block 11, Lot 12, Tropical Bay 3rd Addition

Big Pine Key



COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F3
2023-2084

BULK ITEM: No

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING:

Approval of a Resolution of the Monroe County Board of County Commissioners waiving fines and costs for code compliance case CE19080104 for real property at 159 Florida Avenue, Lots 22 and 23, Burtons Addition to Tavernier (PB2-82), with Parcel ID Number 00479430-000000, purchased by the Monroe County Land Authority to be used for affordable housing development.

ITEM BACKGROUND:
The Land Authority has a contract to purchase real property consisting of Lots 22 and 23, Burton's Addition to Tavernier (PB2-82), with Parcel ID Number 00479430-000000, along with 6 Rate of Growth Ordinance (ROGO) Exemptions to be used for affordable housing development. The Land Authority will remove the structures and work to find a development partner for redevelopment.

There is a pending Code Compliance case, CE19080104, against the Property for failure to connect to the central sewer. There is a lien recorded against the Property at Book 3147, Page 1728 of the Official Records of Monroe County.

The MCLA are seeking waiver of code fines, liens, and costs for this property so it can be redeveloped and used as long-term affordable housing.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

GillenHogan06BOCCResolutionForgivingAllCodeLiens stamped.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS WAIVING FINES AND COSTS FOR CODE COMPLIANCE CASE CE19080104 FOR REAL PROPERTY AT 159 FLORIDA AVENUE, LOTS 22 AND 23, BURTONS ADDITION TO TAVERNIER (PB2-82), WITH PARCEL ID NUMBER 00479430-000000, PURCHASED BY THE MONROE COUNTY LAND AUTHORITY TO BE USED FOR AFFORDABLE HOUSING DEVELOPMENT.

_____

WHEREAS, the Monroe County Comprehensive Plan Land Authority has the ability to purchase properties to redevelop them as affordable workforce housing; and

WHEREAS, the Monroe County Comprehensive Plan Land Authority will acquire real property consisting of Lots 22 and 23, Burtons Addition to Tavernier (PB2-82), with Parcel ID Number 00479430-000000, along with 6 Rate of Growth Ordinance (ROGO) Exemptions ("the Property") to be used for affordable housing development; and

WHEREAS, there is a pending Code Compliance case, CE19080104, against the Property, with a lien recorded at Book 3147, Page 1728 of the Official Records of Monroe County; and

WHEREAS, the Board of County Commissioners has the ability to waive any fines, fees, or costs that may either currently or in the future be due to the County.

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

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

Section 2. The fines and costs for Code Compliance Case 19080104 are hereby waived upon transfer of the Property to the Monroe County Comprehensive Plan Land Authority.

Section 3. The Monroe County Attorney is authorized to release the lien recorded at Book 3147, Page 1728 of the Official Records of Monroe County.

PASSED AND ADOPTED by the Monroe County Board of County Commissioners at a regular meeting on this _____ day of _____, 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem Jim Scholl	_____
Commissioner Michelle Lincoln	_____
Commissioner David P. Rice	_____
Commissioner Craig Cates	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Holly Merrill Raschein

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Roman Gastesi

Digitally signed by Roman Gastesi
Date: 2023.09.11 10:56:45 -04'00'

Approved as to form and legal sufficiency
Kelly Dugan, Assistant Monroe County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F4
2023-2097

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
9:00 AM

STAFF CONTACT: Mike Lalbachan

AGENDA ITEM WORDING:

Approval to submit Hazard Mitigation Grant Program (HMGP) applications under Presidential Disaster Declaration for Severe Storms, Tornadoes, and Flooding (FEMA 4709-DR-FL) for one (1) Residential Elevation and one (1) Residential Mitigation Reconstruction project with an estimate budget amount totaling $694,813.00 with the homeowners providing the local match amount.

ITEM BACKGROUND:

The Florida Division of Emergency Management (Division) announced the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Severe Storms, Tornadoes, and Flooding (FEMA 4709-DR-FL). HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.

According to the Code of Federal Regulations (CFR) 44 §206.434(a), eligible applicants include local government who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects. Furthermore, activities include mitigation projects that will result in protection of public or private property from natural hazards such as Residential Elevation and Mitigation Reconstruction.

Under the HMGP, FEMA will contribute up to 75-percent of the total amount approved under the grant

award to implement eligible, cost-effective mitigation measures. Homeowners in the grant applications will provide the remaining 25-percent non-federal share.

Staff received mitigation applications during the 2023 FMA grant cycle from property owners Countywide including incorporated cities and unincorporated Monroe County. . These two applications were updated and will be submitted for this grant opportunity.

Staff will submit one (1) residential elevation project with a total cost of $235,714.00 and one (1) mitigation reconstruction project with a total project cost of $459,098.85.

The application period will close on March 19, 2024. The FDEM encourages potential applicants to submit complete applications before the close of the application period. A complete digital submission of applications and all required supporting documents should be uploaded to FDEM no later than March 19, 2024, at 11:59 p.m.

If these applications are approved by FEMA/FDEM and selected for grant award, the State (FDEM) will enter into a grant agreement with the County for administration of the program. Monroe County will then execute a homeowner agreement to assist homeowners in implementing their projects. The County will request management costs to help implement these projects.

PREVIOUS RELEVANT BOCC ACTION:

On October 20, 2021, Monroe County BOCC granted approval to submit 2021 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On October 19,2022, Monroe County BOCC granted approval to submit 2022 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On July 19, 2023, Monroe County BOCC granted approval to submit HMGP applications for Residential Elevation and Residential Mitigation for Hurricane Nicole (FEMA 4680 DR-FL).

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Approval

DOCUMENTATION:

NOFA_4709.pdf

FINANCIAL IMPACT:
N/A

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM

To: Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Severe Storms, Tornadoes, and Flooding (DR-4709)

From: "for" Kevin Guthrie, State Coordinating Officer

Subject: DR-4709 Hazard Mitigation Grant Program Notice of Funding Availability

Date: December 20, 2023

Program Summary

The Florida Division of Emergency Management (Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Severe Storms, Tornadoes, and Flooding (FEMA 4709-DR-FL), which was declared on April 27, 2023.

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration. The HMGP funding for this notice is for regular funds only and does not include funding options for initiatives, codes and standards, nor planning set-asides. Applications submitted for the latter obligations will not be accepted under this funding notice.

Current Changes

The Division will be using the Division of Emergency Management Enterprise Solution (DEMES) for the HMGP process. Applications are currently being accepted through DEMES and doing so **does not** require an additional hardcopy submission. Hardcopy applications are permitted pursuant to the Rule 27P-22, Florida Administrative Code; however, **the Division highly encourages all applications to solely be uploaded through DEMES**. If an applicant chooses to submit a hard copy of their application, a digital submission through DEMES is strongly advised as processing and project management will be done through this system.

If you have been granted access to DEMES for a past event, please use your existing account and do not re-register. If you have problems accessing your account, please use the DEMES contact below.

Application Timeline

The application period will close March 19, 2024. The Division encourages potential applicants to submit complete applications before the close of the application period. Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice.

DEMES Submission: If you have not already registered for access to DEMES, please see the instructions in *Attachment H* to do so. The information required for submitting a complete application through DEMES is the same as the State of Florida HMGP Application (*Attachment F*), which is a required document for any application submission regardless of submission method and can be used as reference to collect all of the information necessary for your project prior to submittal. If an application is submitted through DEMES, no hardcopies need to be submitted. However, a completed and signed digital version will be required in order to complete the DEMES submission process.

A complete digital submission of your applications, and all required supporting documentation, should be uploaded to DEMES no later than

March 19, 2024, 11:59 p.m. (EDT)

It is imperative that your access request for DEMES is received by the Division no later than 5:00 p.m. EDT on March 19, 2024, in order to meet the application deadline.

Hardcopy Filing: If a hardcopy is filed, please provide just one original of the State of Florida HMGP Application and all appropriate attachments. In addition, submit your project(s) and all relevant documentation to DEMES using the directions detailed above and in *Attachment H*.

Any hardcopy applications sent by mail or other carrier to the Division must be postmarked on or before **March 19, 2024**. Hand-delivered applications must be stamped in at the Division no later than **5:00 p.m. EDT** on **March 19, 2024**.

The HMGP application and all other pertinent resources for completing the application may be obtained at the Division's website located at FloridaDisaster.org/hmgp in the section HMGP Application and Resources.

Questions regarding DEMES system may be directed to:

Jared Jaworski
(850)544-8372
Jared.jaworski@em.myflorida.com

Any completed hardcopy applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program
Florida Division of Emergency Management
Mitigation Bureau
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State agencies
- Local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 CFR §206.221(e); and
- Indian tribes or authorized tribal organizations

However, be advised that pursuant to Rule 27P-22, Florida Administrative Code, all project applications must go through the Local Mitigation Strategy Working Group (LMSWG) of the county where the project will take place. Any application sent to the Division without a signed endorsement letter, from either the Chair or Vice-Chair of an LMSWG, will be denied.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition (demolition or relocation) of existing at-risk structures
- Aquifer (recharge, storage and recovery) serve primarily as a drought management tool and reduce flood risk

- Dry Floodproofing structures by sealing the structure to keep floodwaters out
- Elevation of flood prone structures
- Flood Risk Reduction (Localized or Non-localized) – lesson the frequency or severity of flooding
- Generator for critical facilities or are an integral part of a larger eligible project
- Infrastructure Retrofit modifications to the existing infrastructure to reduce or eliminate the risk of future damage and increase protection
- Mitigation Reconstruction of properties that cannot be elevated
- Safe Room to provide immediate life-safety protection from severe wind events
- Secondary Power Source to increase power system resilience
- Stabilization to reduce risk to structures/infrastructure from erosion
- Structural Retrofit modifications addressing the structural element of a building/facility that are essential to increase protection
- Wildfire Mitigation at-risk structures and associated loss of life from the threat of future wildfires
- Wind Retrofit modifications to the existing structure to reduce or eliminate the risk of future damage and increase protection

Ineligible Activities: The state will **not** consider funding requests for the following:

- Construction of new facilities (Nevertheless, the cost associated with Code Plus upgrades to new facilities may be considered);
- Equipment such as emergency pumps, vehicles, and communication devices;
- Stand-alone studies, design, and planning-related activities, not directly related to the design and implementation of a proposed mitigation project;
- Tree removal, debris removal, and other forms of maintenance; or
- ***Projects already in progress*** *(Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act).*

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the requirements stated in this Notice of Funding Availability;
- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;
- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;

- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

Under the HMGP, FEMA will contribute up to 75-percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions, cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment and supplies owned, controlled, and operated by the applicant or a third-party contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a similar type of project(s). These similar, **non-federally** funded projects must meet all of the HMGP eligibility requirements and submitted under the same disaster. This means that if Global Match is approved, the applicant may receive up to 100-percent federal share. Phased projects are not eligible for Global Match.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs*. Pre-award costs must be requested, in writing, by submitting a signed Pre-award request form at application submittal and included in the budget as separate line-item. Directions for getting this form are included in *Attachment A*.

Procurement

Any procurement of property or services under a federal award must conform to 2 CFR §200 Subpart D (§§ 200.317 - 200.327). This also includes any activities performed as a part of the pre-award request.

Sub-Recipient Management Costs

Per FEMA Hazard Mitigation Grant Program Interim Policy 104-11-1, HMGP projects awarded under disasters, on or after the effective date, are eligible for sub-recipient management costs (SRMC) up to a hard cap of 5 percent of their eligible and actual project costs. SRMC is a separate pool of funding and will not be calculated as part of the benefit-cost analysis (BCA). SRMC will be reimbursed at a 100 percent federal cost share following the submission of compliant source documentation in conformance with 2 CFR 200 Subpart E. Additional information on SRMC can be found in the attached application (*Attachment F*)

and the HMGP SRMC Request Form (*Attachment G*). Any applicant requesting SRMC will need to submit *Attachment G* along with their application.

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) programs. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in Attachment *B* and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

(1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,

(2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in Attachment *C*.

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1
The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 120 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2
Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in Attachment D.

Tier 3
In the event that funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in Attachment D.

Please see Attachment D for a detailed explanation of funding tiers.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

Initial 30-Day Estimate
This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

Obligation prior to 12 Months
Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk of over-obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

12 Months from the Date of Declaration
This represents the State's Lock-in Amount. It is the maximum amount available the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after application submission.

Technical Assistance

The Division is in the process of scheduling HMGP application development workshop webinars and will be in touch with these counties in the next few weeks to finalize dates and times. The webinars will focus on the declared counties so that their project-specific concerns can be addressed by state staff.

Please check the Division's website FloridaDisaster.org/hmgp for technical guidance. The Division will provide additional technical assistance throughout the application process. This includes assistance with the application process, Benefit Cost Analysis, Engineering Feasibility and Environmental/Historical Preservation Compliance. If there are any questions regarding the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 815-4537 or (850) 815-4503

Environmental: (850) 815-4582

Engineering and Technical Feasibility: (850) 528-5713

For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance.

To assist you in submitting qualified project applications, the following attachments are located on the Division website https://www.floridadisaster.org/hmgp.

Attachment A:	*Pre-award Cost Guidance and Form*
Attachment B:	*30-day Estimate of Available HMGP Funding*
Attachment C:	*Sample LMS Project Submission Letter*
Attachment D:	*Florida Administrative Code 27P-22*
Attachment E:	*Data Collection Worksheet Notice*
Attachment F:	*HMGP Application*
Attachment G:	*HMGP SRMC Request Form*
Attachment H:	*DEMES Access Request and Guidance*

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Attachments

Attachment A

Pre-Award Cost Guidance and Request Form

If you wish to request pre-award costs with your project, or would like to know more about pre-award costs, follow the link below and look under the “Application” menu for both the guidance and request form.

www.floridadisaster.org/hmgp

Questions on regarding pre-award costs may be directed to:
DEM_HazardMitigationGrantProgram@em.myflorida.com

Attachment B

FEMA-4709-DR-FL
30-Day Estimate as of 6/7/2023

County	Regular Projects HMGP Funding	25% Match Required
Broward	**$ 8,159,739.00**	**$ 2,719,913.00**

Based on FEMA Letter dated 6/7/2023

Attachment C

(On agency letterhead)

Date

Ms. Laura Dhuwe, State Hazard Mitigation Officer Florida
Division of Emergency Management
2555 Shumard Oak Boulevard Tallahassee,
Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA XXX-DR-FL, Disaster Name

Dear Mrs. Dhuwe:

The _____ County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44 §201.6).

The _____ County LMS group therefore presents the projects below (or in the attachment) in the order that they are to be considered for funding.

FEMA XXX-DR-FL Disaster Name

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Project name	Applicant	3. B. (2}	$000,000	$000,000
2.	Project name	Applicant	1. A. (4)	$000,000	$000,000
3.	Project name	Applicant	2. B. (4)	$000,000	$000,000
Etcetera					

For further information or inquiry, please contact me at (insert phone number and email).

Sincerely,

_____ , LMS Chair
_____ , County LMS

cc:

Attachment D

CHAPTER 27P-22
HAZARD MITIGATION GRANT PROGRAM

27P-22.001 Purpose
27P-22.002 Definitions
27P-22.003 Eligibility
27P-22.004 LMS Working Groups
27P-22.005 Local Mitigation Strategy
27P-22.006 County Allocations and Project Funding
27P-22.007 Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) “Adoption” means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) “Application” means the request for hazard mitigation funding as submitted to the Division of Emergency Management (Division or FDEM) by an Applicant.

(3) “Applicant” means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) “DHS” means Department of Homeland Security.

(5) “FEMA” means the Federal Emergency Management Agency.

(6) “Hazard” means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) “Hazard Mitigation” means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) “Hazard Mitigation Grant Program”, herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, dated October 1, 2019, hereby incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12333, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Plan.

(9) “Local Mitigation Strategy” or “LMS” means a plan to reduce identified hazards within a county.

(10) “Project” means a hazard mitigation measure as identified in an LMS.

(11) “Repetitive loss structures” means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) “State Hazard Mitigation Plan” means Florida’s version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart N and approved by FEMA. The State Hazard Mitigation Plan is set forth in the Enhanced State Hazard Mitigation Plan 2018, hereby incorporated into this rule by reference, https://www.flrules.org/gateway/reference.asp?NO=Ref-12334. A copy may be obtained by contacting the Division of Emergency Management.

(13) “Working Group” is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.002, Amended 7-18-13, 11-24-20.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

(a) Certain new construction activities that will result in protection from hazards;

(b) Retrofitting of existing facilities that will result in increased protection from hazards;

(c) Elevation of flood prone structures;

(d) Vegetative management/soil stabilization;

(e) Infrastructure protection measures;

(f) Stormwater management/flood control projects;

(g) Property acquisition or relocation; and

(h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions, within the same disaster.

(2) In order to be eligible for funding, projects shall meet the following requirements:

(a) Conform to the State Hazard Mitigation Plan;

(b) Conform to the funding priorities for the disaster as established in the LMS governing the project;

(c) Conform to the following federal regulations incorporated by reference, copies of which may be obtained by contacting the Division:

1. 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, dated October 1, 2019, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12335;

2. DHS Directive 023-01, Revision 01, dated 10/31/2014, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12336;

3. DHS Instruction 023-01-001-01, Revision 01, dated 11/6/2014, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12337;

4. FEMA Directive 108-1, dated 10/10/2018, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12338; and

5. FEMA Instruction 108-1-1, dated 10/10/2018, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12339.

(d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and

(e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.003, Amended 11-24-20.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

(a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;

(b) Representation from all interested municipalities within the county; and

(c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

(a) To designate a Chairperson and Vice-Chairperson;

(b) To develop and revise an LMS as necessary;

(c) To coordinate all mitigation activities within the County;

(d) To set an order of priority for local mitigation projects; and

(e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:

1. List of Working Group Members including Chair and Vice-Chair;
2. Changes to the hazard assessment;
3. Updated project priority list including estimated costs and potential funding sources;
4. Changes to the critical facilities list;
5. Changes to the repetitive loss list; and
6. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.004, Amended 7-18-13, 11-24-20.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(2), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 120 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS Working Group endorsement letter until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.006, Amended 11-

24-20.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., §206.221(e), dated October 1, 2019, hereby incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12340 a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A LMS Working Group endorsement letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using FDEM Form No. HMGP Application (01-2020) (Eff. 01-2020) which is incorporated into this rule by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12341, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org. In addition, the application form will be circulated as a part of the Notice of Funding Availability for its respective disaster grant cycle.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.007, Amended 7-18-13, 11-24-20.

Attachment E

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, follow the link and look under “Project Worksheets” for the form pertaining to your project. These worksheets will help ensure that the appropriate information is given to the state and assist us in reviewing your application more efficiently.

Project Worksheets

- Wind Retrofit
- Flood Control - Drainage Improvements
- Generator
- Hurricane Safe Rooms
- Tornado Safe Rooms
- Wildfire
- Drought
- Utility Mitigation

In addition, a new worksheet was developed to assist sub-applicants submitting acquisition-related projects. To find this document, follow the same link and look under “For Acquisition Projects.”

www.floridadisaster.org/hmgp

Attachment F

THIS SECTION FOR STATE USE ONLY

FEMA-____-DR-FL ☐ **Standard HMGP** ☐ **5% Initiative Application** ☐ **Application Complete**
☐ **Initial Submission or** ☐ **Re- Submission**

Support Documents	**Eligible Applicant**	**Project Type(s)**
☐ **Conforms w/ State 409 Plan**	☐ **State or Local Government**	☐ **Wind**
☐ **In Declared Area**	☐ **Private Non-Profit (Tax ID Received)**	☐ **Flood**
☐ **Statewide**	☐ **Recognized Indian Tribe or Tribal Organization**	☐ **Other**:

Community NFIP Status: (Check all that apply) **LMS Ranking:** _____
☐ **Participating Community ID#:**_____ **County:** _____
☐ **In Good Standing** ☐ **Non-Participating** ☐ **CRS**

State Application ID: _____

(TIME-DATE STAMP HERE)

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com.**

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

***Application Sections I-IV*:**	*All* Applicants must complete these sections
Environmental Review:	*All* Applicants must complete these sections
Maintenance Agreement:	*Any* Applications involving public property, public ownership, or management of property
Flood Control – Drainage Improvement Worksheet:	*Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion* ***– one worksheet per structure***
Generator Worksheet:	*Permanent, portable generators, and permanent emergency standby pumps*
Tornado Safe Room Worksheet:	*New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room*
Hurricane Safe Room Worksheet:	*New Safe Room, Retrofit of existing structure*
Wind Retrofit Worksheet:	*Wind Retrofit projects only – one worksheet per structure*
Wildfire Worksheet:	*Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other*
Drought Worksheet:	*Aquifers, other*
Utility Mitigation Worksheet	*Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.*
Request for Public Assistance Form:	FEMA Form 90-49 (Request for Public Assistance): *All* applicants must complete, if applicable.
Acquisition Forms:	If project type is Acquisition, these forms must be completed. (Only one of the two *Notice of Voluntary Interest* forms is necessary.) *Model Statement of Assurances for Property Acquisition Projects* *Declaration and Release* *Notice of Voluntary Interest (Town Hall Version)* *Notice of Voluntary Interest (Single Site Version)* *Statement of Voluntary Participation* *FEMA Model Deed Restriction Language*
Application Completeness Guidance / Checklist :	All applicants are recommended to complete this checklist and utilize the guidance for completing the application.

B. Applicant Information:

FEMA-____-DR-FL **DISASTER NAME: _____**

Title of Project: _____

1. Applicant (Organization): _____
2. Applicant Type: ☐ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: _____
4. State Legislative Senate District(s): _____; State Legislative House District(s): _____ ; Congressional House District(s): _____
5. Federal Tax I.D. Number: _____
6. Data Universal Numbering System (DUNS): _____
7. Federal Information Processing Standards (FIPS) Code*: _____ *(*if your FIPS code is not known, see guidance)*
8. National Flood Insurance Program (NFIP) Community Identification Number: _____
   (this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

   ☐Ms. ☐Mr. First Name: _____ Last Name: _____
   Title: _____
   Address: _____
   City: _____ State: _____ Zip Code: _____
   Telephone: _____ Email: _____
10. **Application Prepared by:**

    ☐Ms. ☐Mr. First Name: _____ Last Name: _____
    Title: _____
    Address: _____
    City: _____ State: _____ Zip Code: _____
    Telephone: _____ Email: _____
    Organization: _____
11. **Authorized Applicant Agent** ***(proof of authorization authority required)***

    ☐Ms. ☐Mr. First Name: _____ Last Name: _____
    Title: _____
    Address: _____
    City: _____ State: _____ Zip Code: _____
    Telephone: _____ Email: _____

    Signature: _____

    Date: _____
12. Local Mitigation Strategy (LMS) Compliance
    a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☐ Yes ☐ No
    b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☐ Yes ☐ No
    Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
    c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within $500.00 between the two. ☐ Yes ☐ No
13. Has this project been submitted under a previous disaster event? ☐ No

☐ Yes, provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
   ☐ Flood ☐ Wind ☐ Storm surge ☐ Wildfire ☐ Other *(list):* _____
2. Identify the type of proposed project:
   ☐ Elevation and retrofitting of residential or non-residential structure
   ☐ Acquisition and Relocation ☐ Acquisition and Demolition
   ☐ Wind retrofit ☐ Drainage project that reduces localized flooding
   ☐ Generator ☐ Other (explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):

   _____
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):

   _____
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. *(e.g. 23 structures protected against the 100-year storm event (1% chance)*

   _____ structure(s) protected against the _____ -year storm event *(10, 25, 50, 100, or 500 year storm event*)

   _____ structure(s) protected against _____ mile per hour (mph) winds
6. Check **all** item(s) the project may impact:
   ☐ Wetlands ☐ Water Quality ☐ Previously Undisturbed Soil
   ☐ Floodplain ☐ Coastal Zone ☐ Toxic or Hazardous Substances
   ☐ Historic Resources ☐ Fisheries ☐ Threatened & Endangered Species
   ☐ Vegetation Removal ☐ Public Controversy ☐ Potential for Cumulative Impacts
   ☐ Health & Safety ☐ Other _____
7. ***Engineered projects:*** *If* your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☐ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will ***solve*** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. ***Ensure that each proposed project is mitigation and not maintenance***.

1. Describe the existing problems:

   _____
2. Describe the type(s) of protection that the proposed project will provide:

   _____
3. Scope of Work (describe in detail what you are planning to do):

   _____
4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

   _____

Section III – Project Location *(Fully describe the location of the proposed project.)*

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

   Site Location: _____
   Address(es): _____
   GPS coordinates (decimal degree format): _____
   Project Zip Code(s): _____

2. Titleholder: _____

3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☐ No

4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include ***all*** structures in project area.

   ☐ Residential property: _____ ☐ Public buildings: _____
   ☐ Businesses/commercial property: _____ ☐ Schools/hospitals/houses of worship: _____
   ☐ Other: _____

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. ☐ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. ***FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map***. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal.	
2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) *(See FIRM legend for flood zone explanations) (A Zone must be identified)*	
☐ VE or V 1-30	☐ AE or A 1-30
☐ AO or AH	☐ A (no base flood elevation given)
☐ B or X (shaded)	☐ C or X (unshaded)
☐ Floodway	☐
☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project).	
3. ☐ **If the FIRM Map for your area is not published**, attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.	
4. ☐ Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area	

C. Maps with Project Site and Photographs

1. ☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☐ Attach a USGS 1:24,000 TOPO map with project site ***clearly*** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☐ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to be applied to, and the resulting amount. **PLEASE NOTE**- These cells will not auto-calculate across the row, but the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

A. Materials

Item	*Unit*	*Quantity*	*Cost per Unit*	*Cost*
			Sub-Total	**$0.00**

B. Labor Include equipment costs. Indicate all "soft" or in-kind matches (**).

Description	*Hours*	*Rate*	*Cost*
		Sub-Total	**$0.00**

C. Fees Paid Include any other costs associated with the project.

Description of Task	*Hours*	*Rate*	*Cost*
**Pre-Award*			
		Sub-Total	**$0.00**

D. **Total Estimated Project Cost** **$0.00**

E. Contingency Costs (maximum 5% of Material/Labor) %

F. **Final Project Cost** $0.00

Note: *To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.*

Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.

All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.

G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

Total Estimated Management Costs Available (5% of Total Project Costs) *$0.00*
Note: This number will be generated automatically after Part I is completed

☐ **YES**, I would like to requests these funds (Fill out the itemized table below, then continue to Part I)*

☐ **NO**, I do not wish to request these funds. (continue to Part I)*

Description	*Hours*	*Rate*	*Cost*

H. **Total Estimated Management Costs Requested** *$0.00*

***Note:** By selecting either “yes” or “no” the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

I. Funding Sources (round figures to the nearest dollar)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

1.	***Estimated Federal Share***	_____	_____ % of Total	(Maximum 75%)
2.	***Non-Federal Shares***			
3.	Estimated Local Shares	_____	_____ % of Total	(Cash)
4.		_____	_____ % of Total	(In-Kind**)
5.		_____	_____ % of Total	(In-House***)
6.		_____	_____ % of Total	(Global Match****)
7.	***Other Agency Share*** *(Identify Non-Federal Agency and availability date)* _____ _____	_____	_____ % of Total	
8.	***Total Funding sources from above***	**$0.00**	**0.00%** ***Total***	(Equals 100%)

☐ **Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.C. Fees

☐ ***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees

☐ ****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title: _____

9.	***Total Estimated Management Costs***	***Requested***	_____	
		Available	$0.00	5% of Total (Max Allowed)

J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. ***(e.g. Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.)***

Milestone(s)	***Number of Months to Complete***
Total	**Months**

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.

1. ☐ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☐ Project area maps (Section III, part B & C of this application).
3. ☐ Project area/structure photographs (Section III, part C of this application).
4. ☐ Preliminary project plans.
5. ☐ Project alternatives description and impacts (Section V of the application).
6. ☐ Complete the applicable project worksheets.
   Documentation showing dates of construction are required for all structures.
7. ☐ Environmental Justice – Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
8. ☐ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

1. Are there low income or minority populations in the project area or adjacent to the project area?
   ☐ No ☐ Yes; describe any disproportionate and adverse effects to these populations:

   _____

2. ☐ To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.

   _____

C. Tribal Consultation *(Information Required)*

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

_____

2. Provide information on any known site work or historic uses for project location.

_____

☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions *(Information Required)*

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative
Discuss the impacts on the project area if no action is taken.

_____

2. Other Feasible Alternative
Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative
Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

_____

b. Project Location of the Alternative (*describe briefly, if different from proposed project*)

_____

☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (*if different from proposed project*)

c. Scope of Work for Alternative Project

_____

d. Impacts of Alternative Project
Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

_____

e. Estimated Budget/Costs for Alternative Project

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	
Labor:	
Fees:	
Total Estimated Project Cost:	**$ 0.00**

HMGP ENVIRONMENTAL REVIEW

Information and Documentation Requirements by Project Type

Retrofits to Existing Facilities/Structures ***Elevations*** ***Acquisitions with Demolition***
✓ Dates of Construction ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance ✓ Structure photographs
Drainage Improvements
✓ Engineering plans/drawings ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands o Department of Environmental Protection o Water Management District o U.S. Army Corps of Engineers ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance. ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats. ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources. ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland. ✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Not applicable to projects solely related to residential or private property.)

The _____of _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid**.** Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____the duly authorized representative
(*printed or typed name of signing official*)

_____,
(*title*)

This _____(*day*) of _____(*month*), _____ *(year).*

Signature*_____

Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: _____

Applicant: _____

Application Information	Explanation of Information Required	✓
Section I		
B. Applicant Information		
FEMA___-DR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	☐
DISASTER NAME	Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	☐
Title of Project	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	☐
1. Applicant	Name of organization applying. Must be an eligible applicant.	☐
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	☐
3. County	Indicate county in which the project is located.	☐
4. State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the **project site**. For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	☐
5. Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	☐
6. DUNS Number	Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html	☐
7. FIPS Code	List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/)	☐
8. NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application.	☐
9. Point of Contact	Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	☐
10. Application Prepared By	Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	☐
11. Authorized Applicant Agent	An authorized agent must sign the application. *"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the resolution by the governing body authorizing the signature authority for the individual signing must be provided."*	☐

	For Private Non-Profit: A member of its Board of Directors or whoever has authority to authorize funding for such a project. If this task is delegated down, a copy of a resolution confirming this must be provided.	
12. LMS Compliance	a) LMS Project List: All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter: All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within $500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to **Sample LMS Letter**. Applications without a letter of endorsement will not be processed. *(44 CFR 201.6 Local Mitigation Plans)*	☐
13. Previous Submittal	If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project.	☐

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards	**Type of Hazards the Proposed Project will Mitigate**: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	☐
2. Identify the Type of Project	**Identify the Type of Proposed Project**: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	☐
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	☐
4. Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	☐
6. Project Impact	Identify **all** the items the project may impact or are within the project area.	☐
7. Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	☐

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities.	☐
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	☐
3. Scope of Work:	**What the Project Proposes to Do**: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a	☐

	mitigation action, not maintenance.) *Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])?* Projects that merely identify or analyze hazards or problems are not eligible.	
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application.	☐

Section III - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	☐
2. Titleholder	Provide the titleholder's name.	☐
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	☐
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals)	☐

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal. **See instructions on How to make a FIRMette.**	☐
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). **If project is located in a Special Flood Hazard Area. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.**	☐
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	☐
4. Model Acknowledgement of Conditions form	The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area form is required for those structures receiving federal funds that will also remain in the special flood hazard area by the close of the project. This form is required at application. It can be found on FEMA's website at https://www.fema.gov/media-library/assets/documents/15677	☐

D. C. Maps with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	☐
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/	☐
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	☐
4. Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with	☐

	photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs appropriately. In addition, CDs may be submitted.	

Section IV - Budget/Costs

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	List materials and their associated costs. Provide breakdown.	☐
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions).	☐
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. *Pre-award costs may be requested* **(See Pre-award Costs guidance).**	☐
D. Total Estimated Project Cost	This number includes all project costs without contingency costs included. Make sure all calculations are correct.	☐
E. Contingency Cost	Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs." The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application. If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will **NOT** auto-calculate. Be sure that they are calculated correctly.	☐
F. Final Project Cost	This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation.	☐
G. Project Management Costs	After reading the guidance provided on pg. 5, select either **YES** or **NO** to indicate your need for management costs for this project. If **YES**, provide a breakdown of description, hours, rate and costs for requested management costs. If **NO**, continue to Part I.	☐
H. Total Estimated Management Costs Requested	This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project.	☐

I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

1. Estimated Federal Share	The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%.	☐
2. Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	☐
3. Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents.	☐
4. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. *Third party in-kind contributions would be volunteer services, employee services from other*	☐

	*organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.*	
5. Total In-house	Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement)	☐
6. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. *The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.*	☐
7. Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	☐
8. Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F. - Total Estimated Project Cost).	☐
9.	Your requested amount must be equal to or less than 5 percent of the total project cost	☐

J. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line *(e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.)* for the critical activities not to exceed a period of 3 years (36-months) for performance. Milestones should not be grouped together but listed individually. Allot for the appropriate amount of time for final inspection and closeout (about 3 months).	☐

Section V - Environmental Review & Historic Preservation Compliance

No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application.	☐
2. Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.	☐
3. Project Area/Structure Photographs	Complete Section III part C of the application.	☐
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	☐
5. Project Alternatives	Complete Section V part D. of this application.	☐
6. Project Worksheets	Dates of construction are required for all structures. See worksheets.	☐
7. Environmental Justice Documentation	See Section V.B for applicable information.	☐
8. Information/ Documentation Requirements by Project Type	Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained.	☐

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Disproportionate Effects	Determine if there are populations in either the project zip code or city that are characterized as having a minority background or living below the poverty level. If yes,	☐

	complete the rest of Section V, part B. Describe any disproportionate effects that these populations would experience if the project were completed.	
2. Population Affected	Describe the population affected by this project and the portion of the population adversely impacted. Attach any documentation and list the attachments here.	☐

C. Information required for Tribal Consultation

Documentation for Tribal Consultation	For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C.	☐

D. Alternative Actions

1. No Action Alternative	Discuss the impacts on the project area if no action is taken.	☐
2. Other Feasible Alternative Action	This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	☐
a. Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other **feasible** alternative must be provided.	☐
b. Project Location of the Alternative	Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments.	
c. Scope of Work – Alternative Project	Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	
d. Impacts of the Alternative Project		
e. Estimated Budget/Costs for the Alternative Project	Total cost is required.	☐
Materials, Labor, and Fees Paid	Detailed line items are not required. Just enter a total amount.	☐
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	☐

Section VI – Maintenance Agreement

Maintenance Agreement	Complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	☐

Other Required Documentation

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

1. Maps	All maps must be included with the application.	
2. FFATA Form	During contracting with the state, complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. **This is not required at the time of application submittal.**	☐
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	☐
4. Pre-award Cost Form	If pre-award costs are being requested with your project, be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	☐

5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	☐
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	☐
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are available for your convenience. Use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	☐
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
10. Worksheets	The appropriate worksheet(s) must be completed and submitted with the application. a. Flood Control – Drainage Improvement b. Generator c. Tornado Safe Room d. Hurricane Safe Room e. Wind Retrofit f. Wildfire g. Drought	☐

*Submit **1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

***This direction is for hard copy submissions only.**
If submitting in DEMES, you will only need to submit one set of backup documentation per application along with a scanned version of a completed and signed Original Application as an attachment to the digital submission.

*Required for hard copy submissions only

Attachment Index

* Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* **If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and *will not* be considered for possible funding.**

Section # & Item		Attached Document Name
1		
2		
3		
4		
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6		
7		
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12		
13		
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15		
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20		

Attachment G

Sub-Recipient Management Cost Request Form

Any applicant requesting sub-recipient management cost (SRMC) in their application for their project must include a completed SRMC request form at application. This form is available on the FDEM's HMGP site at the link provided. The form itself is underneath the "Application" dropdown menu and contains SRMC forms for phased and non-phased projects, guidance and reference information, and sample forms for phased and non-phased projects. If you have any questions regarding this form, please email the HMGP distribution list at demsrmchelpdesk@em.myflorida.com.

www.floridadisaster.org/hmgp

Attachment H

New and Existing Users

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using Sam.gov can be found at: https://sam.gov/content/entity-registration.

Existing SAM.gov account holders should check their account to make sure it is “ACTIVE.” SAM registration should be completed at the very beginning of the year and should be renewed annually to avoid being “INACTIVE.” Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA’s system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization’s name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

For new and existing users in DEMES, the UEI is used to identify entity accounts for all federal grant programs and it is important that the UEI for your entity is up-to-date to avoid any issues during the application process.

Requesting access

If you have already registered for an account in DEMES then disregard the information on this page.

1. Go to www.fdemportal.com/grants

2. The "**Register**" link will allow you to complete the required contact information to log in to the Division of Emergency Management Enterprise Solution (DEMES). Typically, your email address is also your username. Be sure to remember the password that you set on the initial Sign-Up page (Figures A and B).

3. Use the Account search to enter in the name of the organization for which you are requesting access. If the Account search does not render the organization, contact

   DEM_hazardmitigationgrantprogram@em.myflorida.com

   for assistance before clicking "Can't Find Account," as the account you are looking for may exist in a different format (Figure C).

4. The next "**Register for Access**" screens require more information to update your Contact record and to indicate the Organization Account for access purposes. **Make sure to select "Mitigation" as the Bureau you intend to submit an application under** as that is where your registration will go for approval (Figure D).

5. Complete the requested information (red asterisk * means required field) and click the Next button until you see a confirmation message that your request is under review.

This will submit your Contact information for approval by FDEM. You will receive email communication from FDEM about access to your organization's account.

If the "Register for Access" page is presented when you login to the community, it means that your request for access is still in the queue for processing by FDEM.

Do note that if you are a contractor or use an email that is not able to be verified to your relevant account, that additional verification will be required by your entity's supervisor.

Figure A

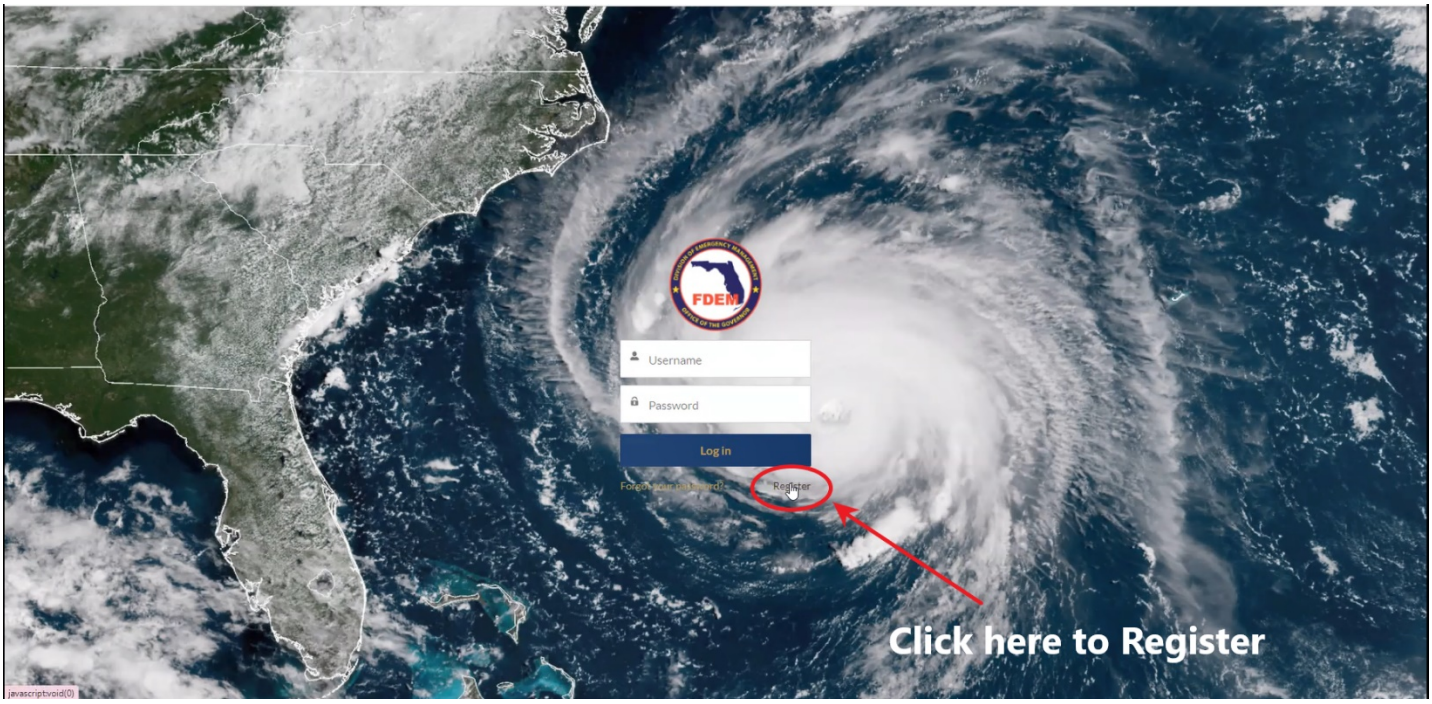


Figure B

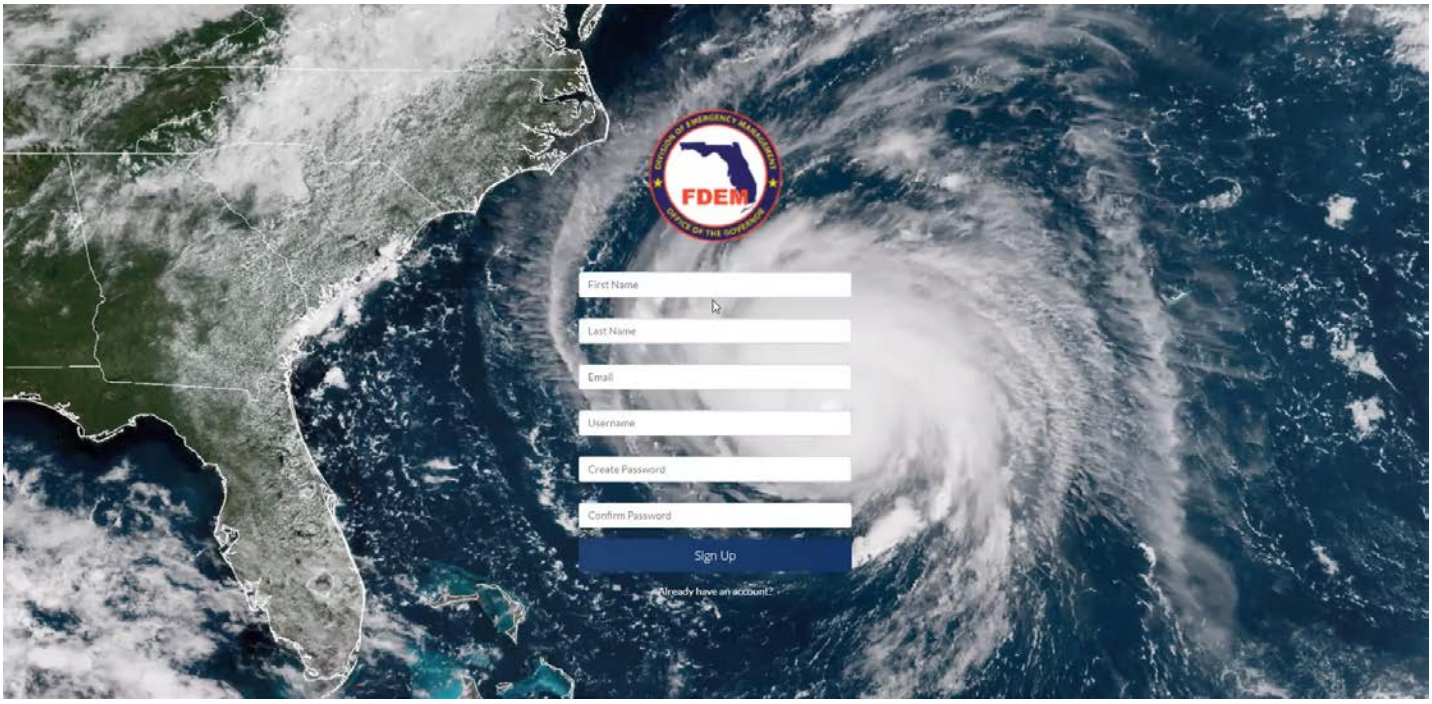


Figure C

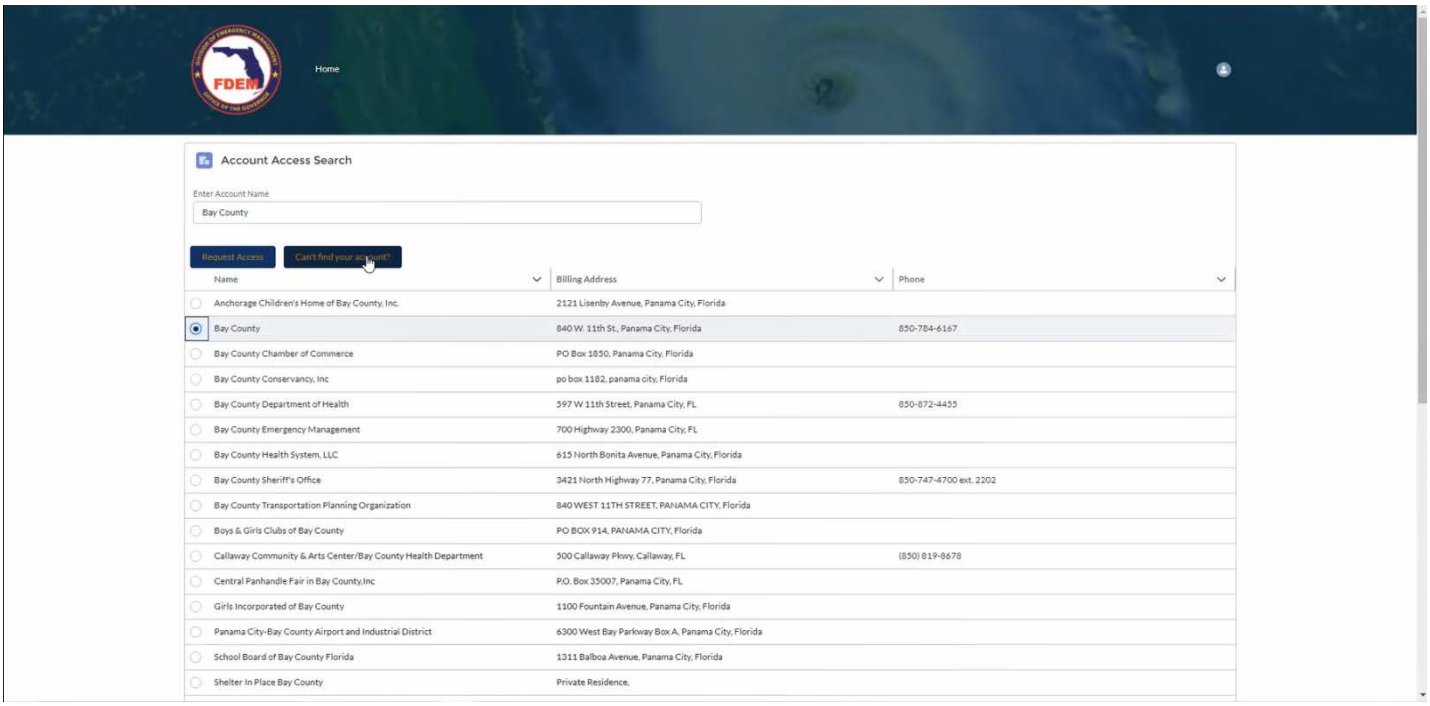
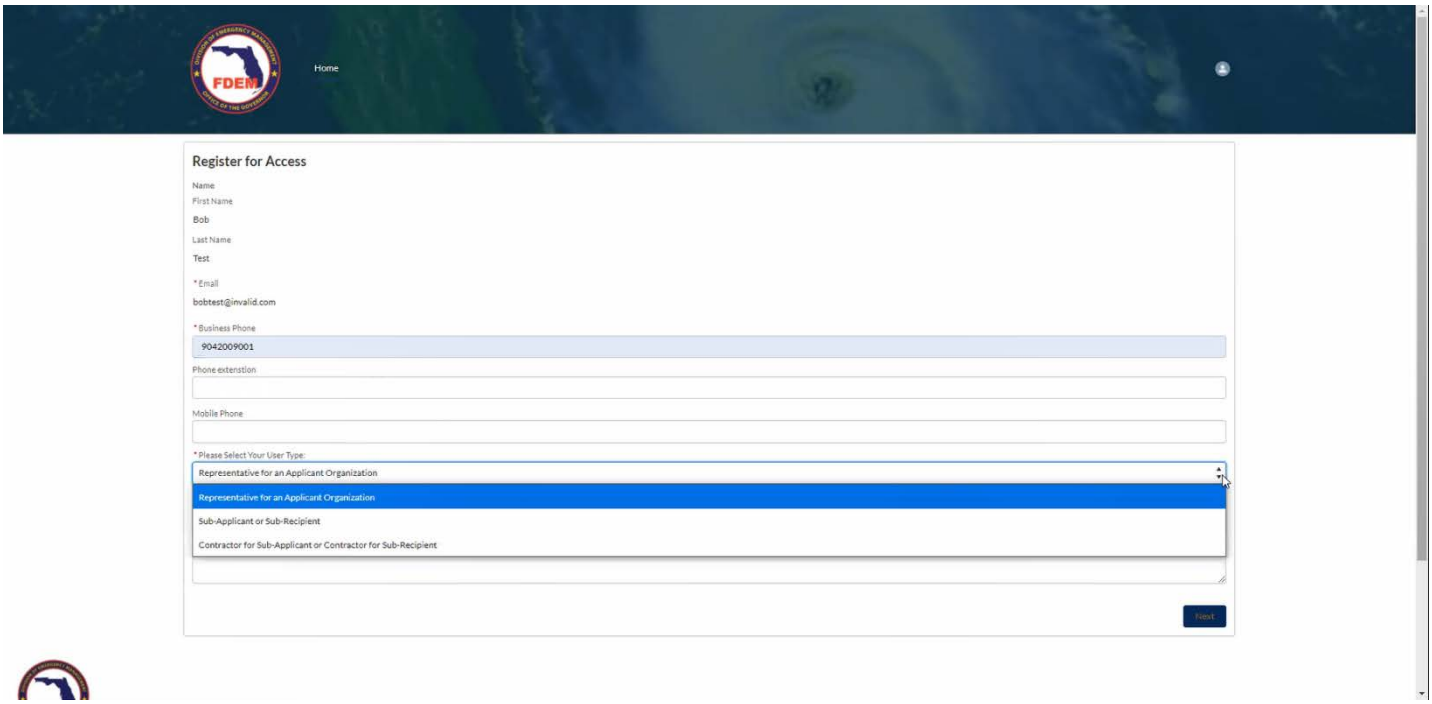


Figure D



Community Home Screen

After the user has been granted access by FDEM personnel to one or more Organization Accounts, the logged-in user will see the FDEM Grants Management home page described below (Figure E):

1. Community header provides quick links to return to the HOME screen, the Applications list screen, Agreements list, and Projects list
   a. **Project:** Use this link to view existing applications. When you create an application, make sure to write down the Project Identification (PID) number that is generated. This will allow you to search for it again.

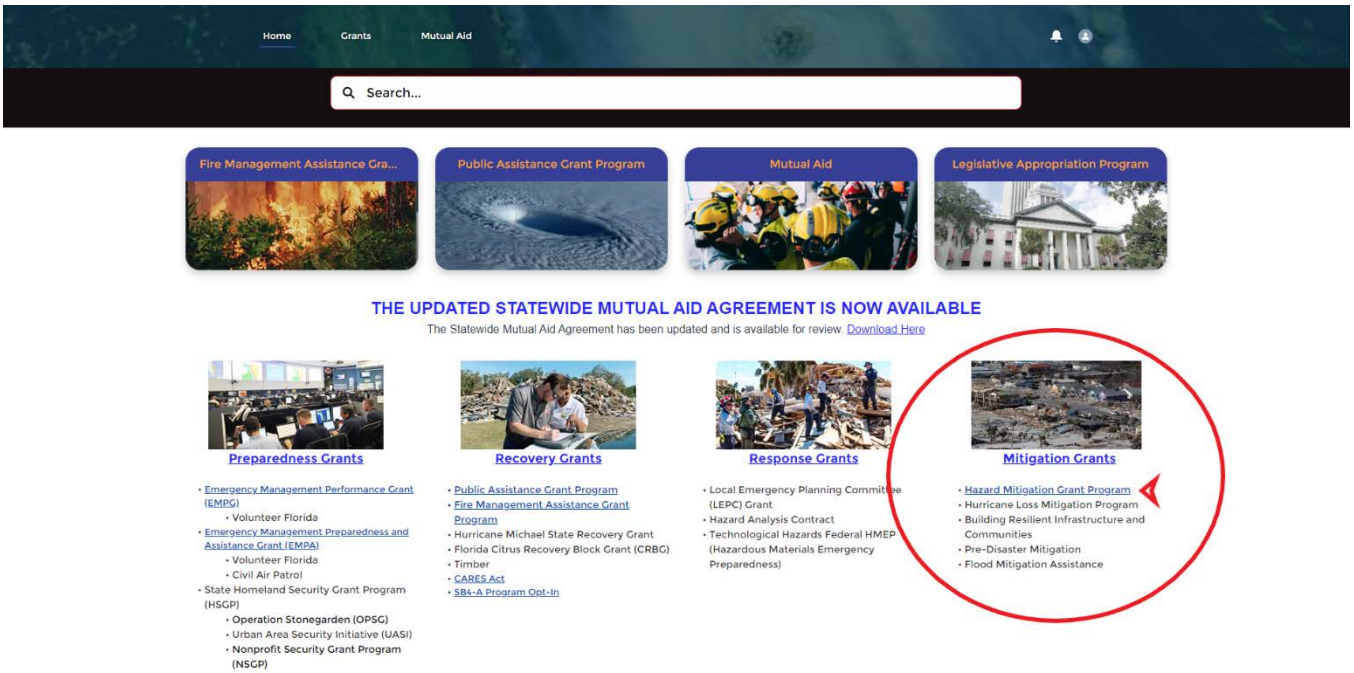
2. **Preparedness Grants**: Provides additional information regarding preparedness grants

3. **Recovery Grants**: Provides additional information regarding recovery grants and clickable links into recovery grant applications

4. **Response Grants**: Provides additional information regarding response grants

5. **Mitigation Grants:** Provides additional information regarding mitigation grants.
   a. **Hazard Mitigation Grant Program:** This link will take you to a screen to review existing applications or to begin a new one.

Figure E



Mitigation

Submitting a New HMGP application

Log into your DEMES Account

1. Click “ Hazard Mitigation Grant Program” link to create an application for a specific grant (see previous Figure E) or to see a previously created application.
2. From the Hazard Mitigation Grant Program page you can go back to previously created application or click “Create New Mitigation Application” to start a new one (Figure F).
3. An automated process will walk you through a series of questions to generate the application record. Be mindful of which disaster you are applying for and which entity you are applying under, in the event multiple grant periods are open at one time or your associated with multiple accounts (Figure G).
4. On the application page you will see on the left-hand side an Application Number (formatted as PID-######). Write this down so that you can return to the same application at a later time (Figure H).
5. When finished, the application will appear with each section to be completed (Figure H).
   a. As each section is complete and “Saved”, it will turn green. Clicking “Cancel” while in a section will not save entered data
   b. Upon ALL sections being complete/green, the Submit button will turn blue and be clickable. Clicking “Submit” will send the application to your Authorize Applicant Agent for final signature. Once that is completed, your application will be fully submitted to FDEM for review.

Figure F

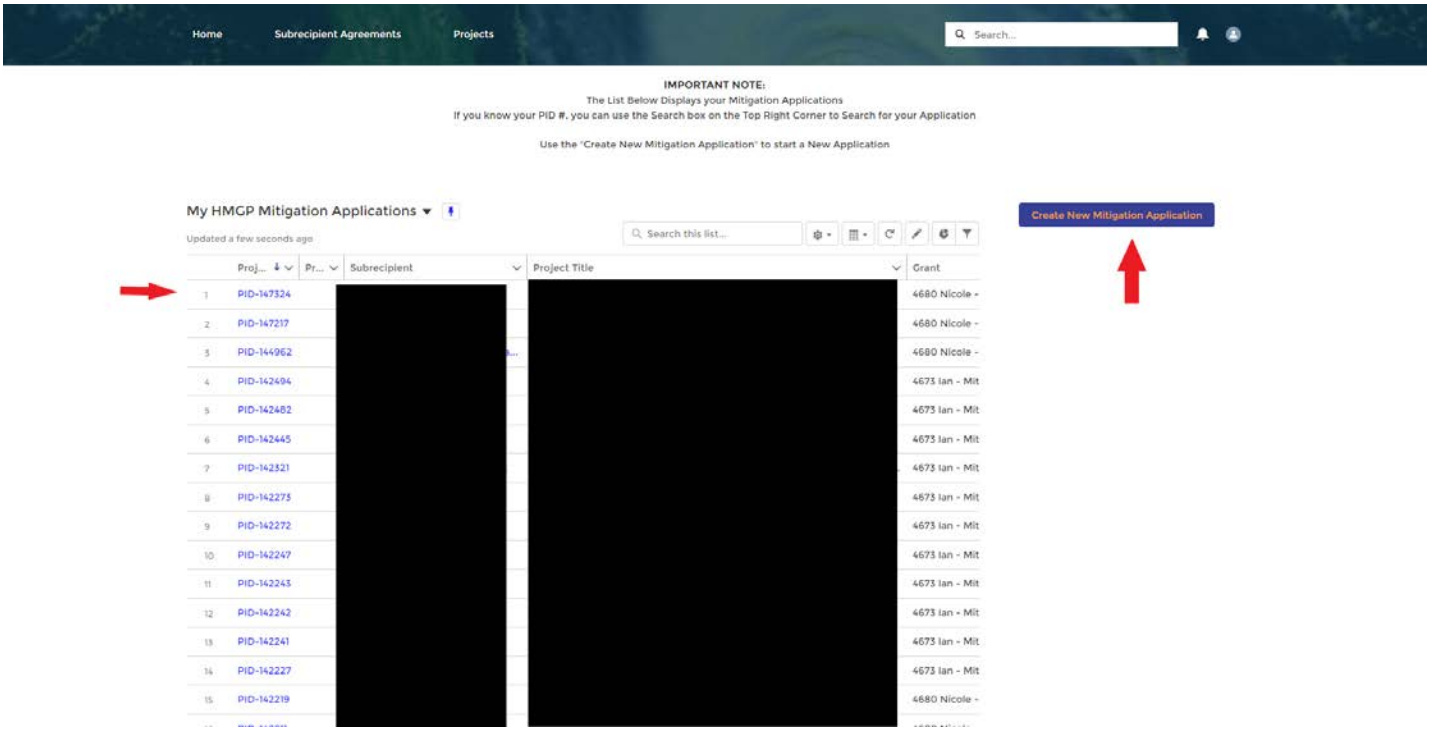


Figure G

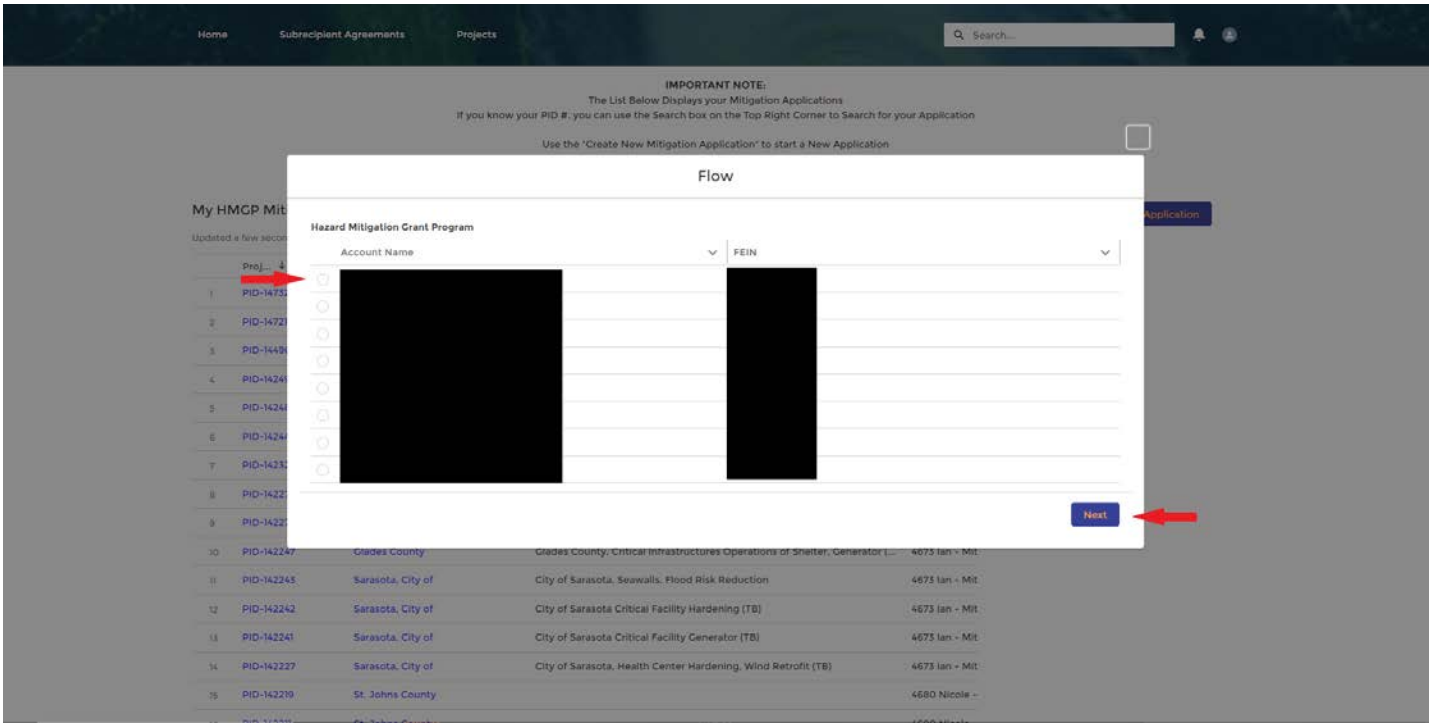
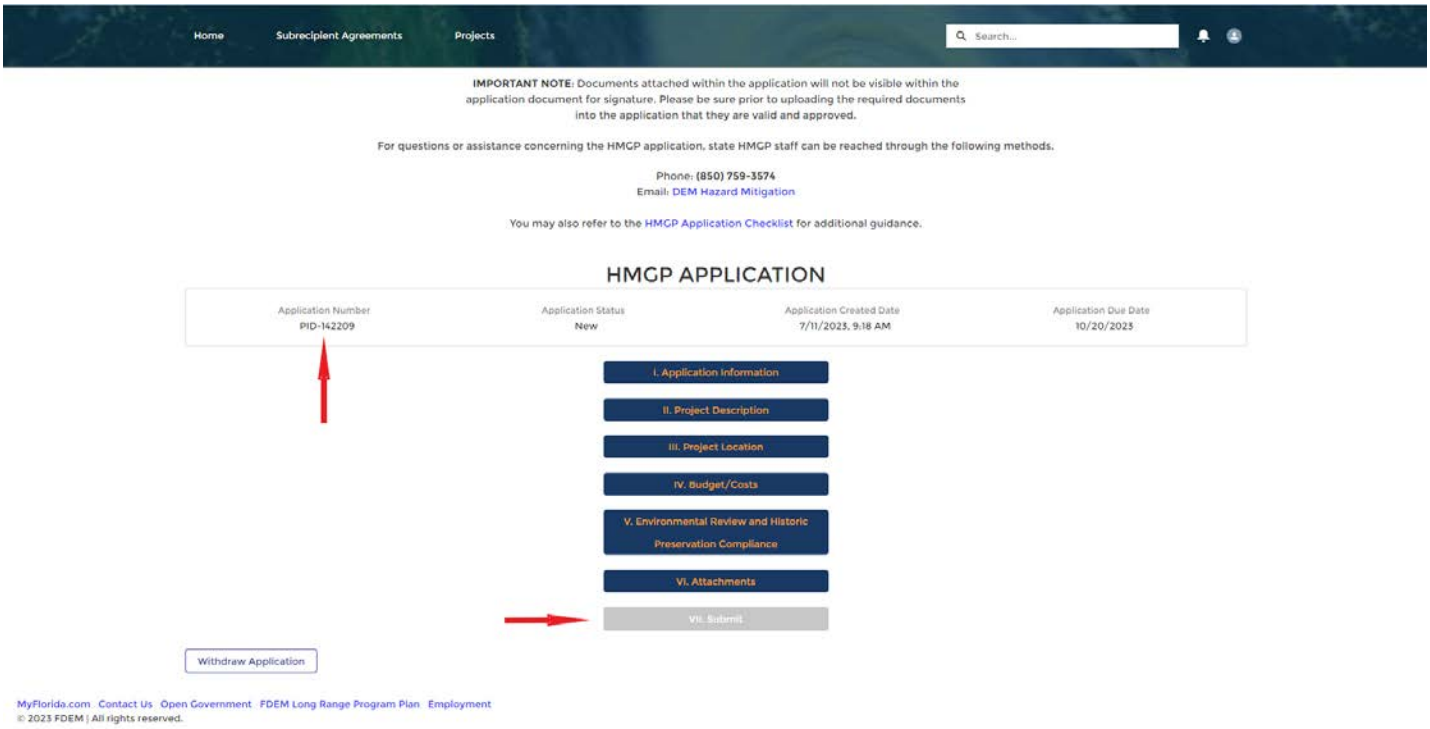


Figure H


Home
Subrecipient Agreements
Projects
Search...
IMPORTANT NOTE: Documents attached within the application will not be visible within the application document for signature. Please be sure prior to uploading the required documents into the application that they are valid and approved.
For questions or assistance concerning the HMGP application, state HMGP staff can be reached through the following methods.
Phone: (850) 759-3574
Email: DEM Hazard Mitigation
You may also refer to the HMGP Application Checklist for additional guidance.
HMGP APPLICATION
Application Number
PID-142209
Application Status
New
Application Created Date
7/11/2023, 9:18 AM
Application Due Date
10/20/2023
I. Application Information
II. Project Description
III. Project Location
IV. Budget/Costs
V. Environmental Review and Historic Preservation Compliance
VI. Attachments
VII. Submit
Withdraw Application
MyFlorida.com Contact Us Open Government FDEM Long Range Program Plan Employment
© 2023 FDEM | All rights reserved.

Application sections:

1. **Applicant Information**: Complete requested fields/information
   a. NOTE *Authorized Applicant Agent:* This is the individual who has signature authority for your entity to approve funds for this project. It will need to match the person signing the Original Application attachment later. Options: Checkbox: I am the authorized agent (Application Prepared By individual), OR Name, Title, Address information for someone OTHER than individual preparing (Figure I).

2. **Project Description**: Complete requested fields/information
   a. NOTE Some questions are multiple select with boxes marked "Available" and "Chosen." For the Available options you want, highlight and use the arrow to move it to the "Chosen" box (Figure J).

3. **Project Location(s)**: Complete requested fields/information
   a. NOTE To enter location data, or multiple locations, enter the location address or coordinates and enter the Title Holder. Click "Create Location Data" to add it to the application. It will appear in the list below it if you did it correctly. Continue this process for any additional locations (Figure K). A delete option is available if a location was entered incorrectly.

4. **Budget/Costs:** Complete requested fields/information
   a. NOTE Budget amounts must equal Funding Source Amounts. Percentage of each Funding Source is auto-calculated upon updating the table after amounts are entered (Figures L and M).
   b. Be sure to click the "Update" button located at the bottom of the Budget table and the Funding Sources table.

5. **Environmental Review and Historic Preservation Compliance**: Complete requested fields/information

6. **Attachments**: There are 10 total required documents that must be uploaded prior to submittal (9 in the Section VI and 1 at the time of submission). To attach the required document, select the appropriate document from the files drop down list, click "Upload" to attach the file from your local computer. After the upload is complete, the document file name will appear and the required document checkbox will be marked true (Figure N).
   a. NOTE Be aware that once a file is submitted, it cannot be retracted. If you accidentally upload the wrong document or need to update a file already submitted, just upload the new file with an updated file name denoting that it is the correct document.

7. **Submit:** Upon completion of all Application sections, click Submit. You will be asked to upload the final required document, which is an Original Signed Application. This document must be fully completed and signed by your Authorizing Agent. No additional signature is needed. Once uploaded you will be allowed to finalize the submission process.

Figure I

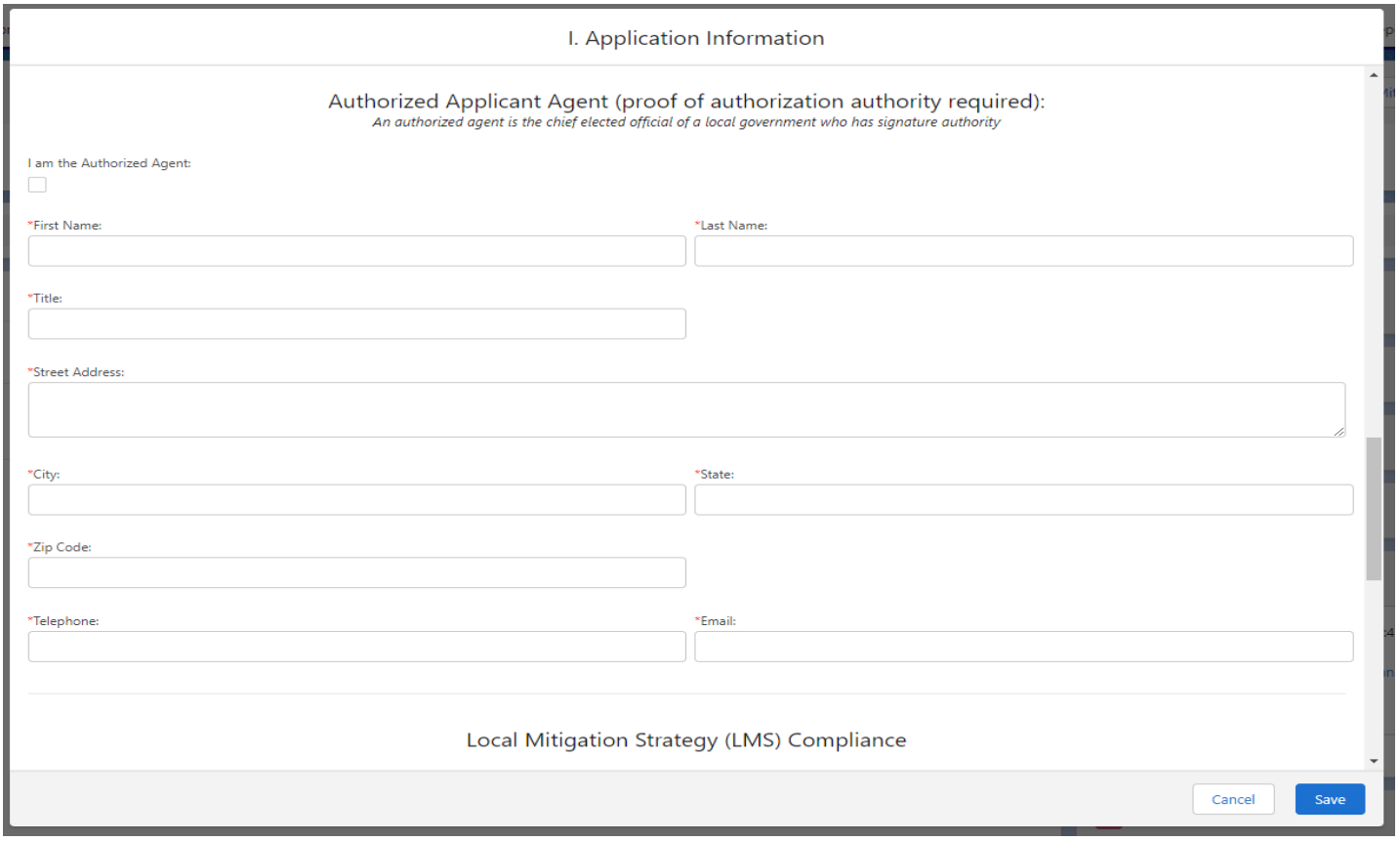


Figure J

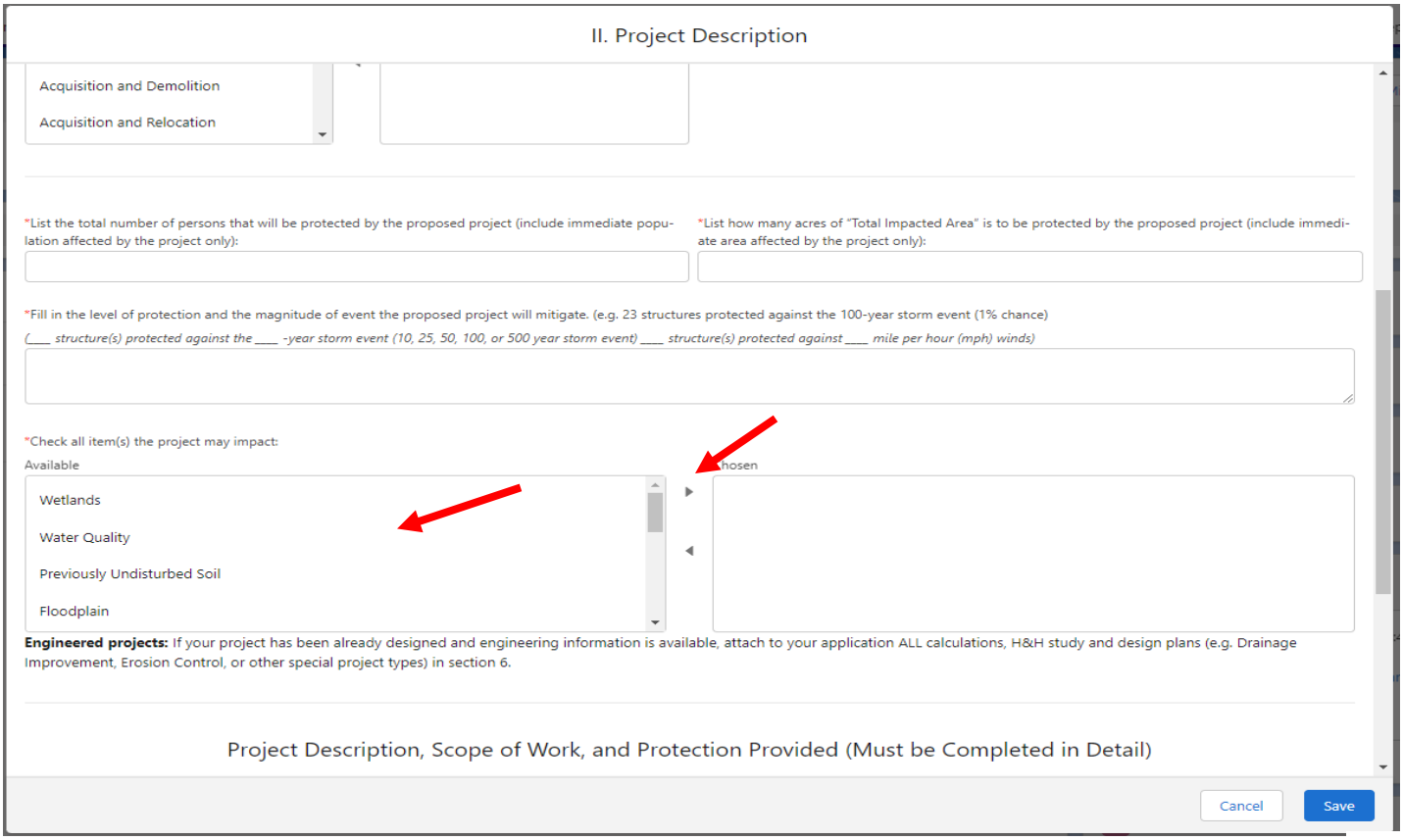


Figure K

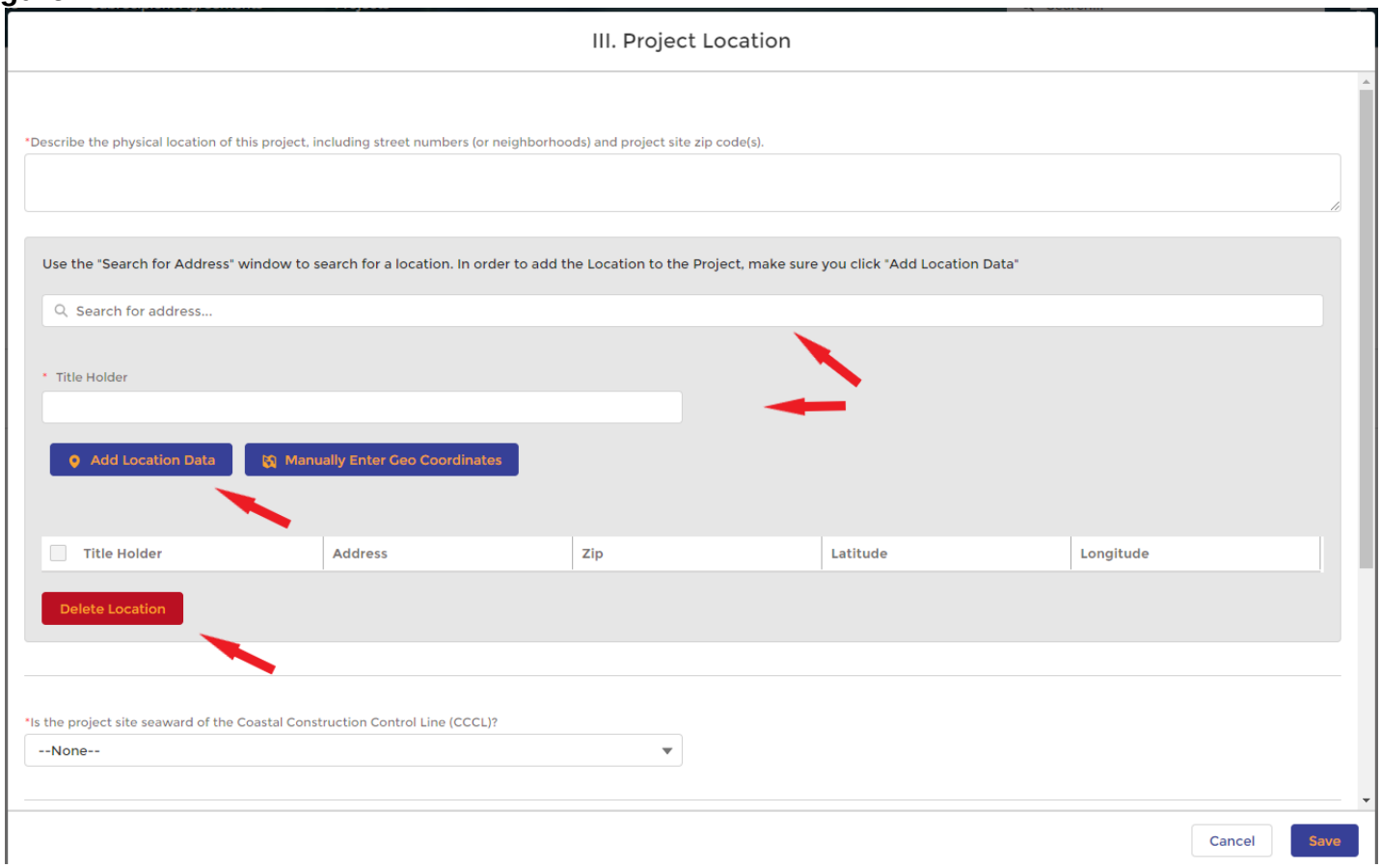


Figure L

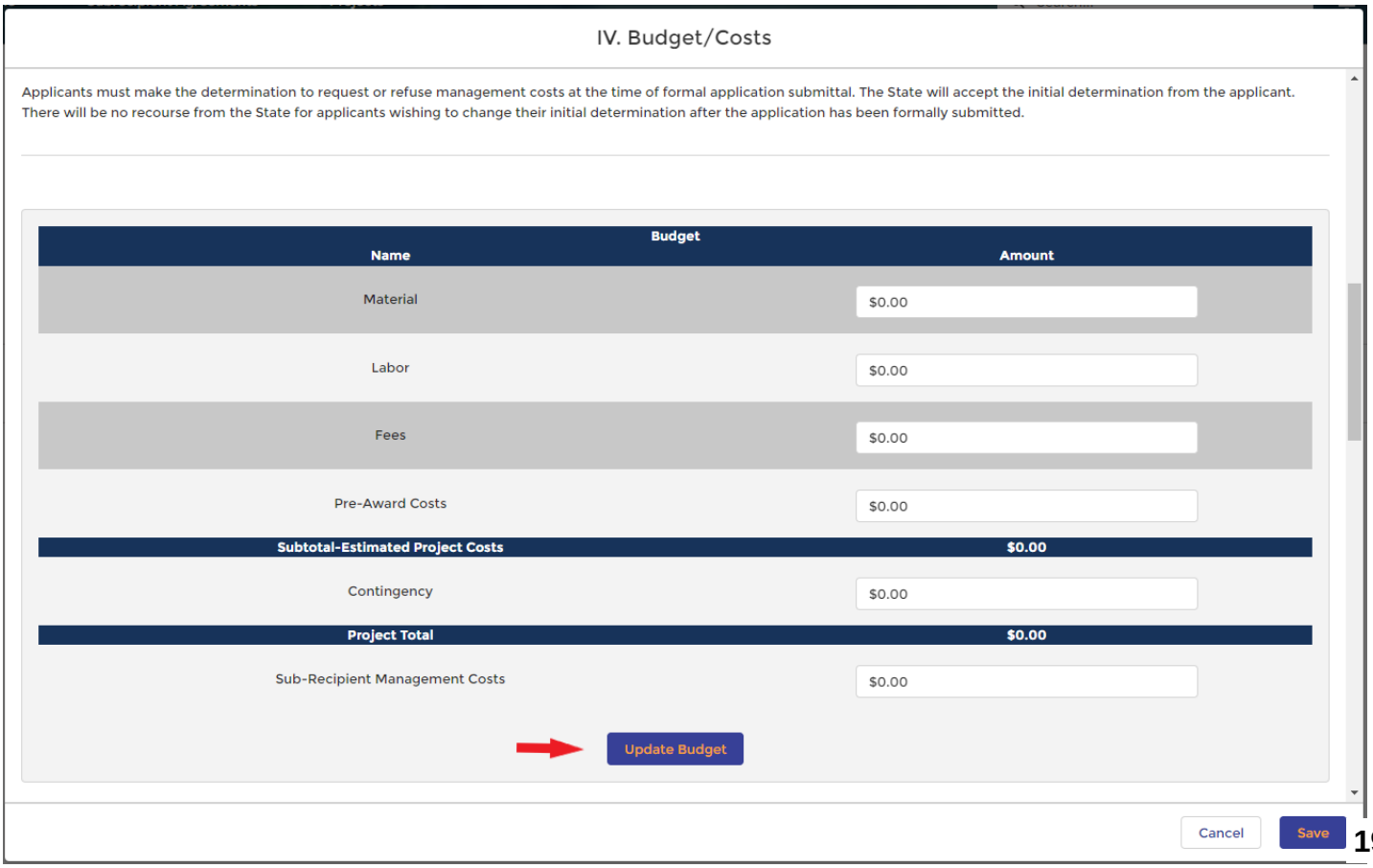


Figure M

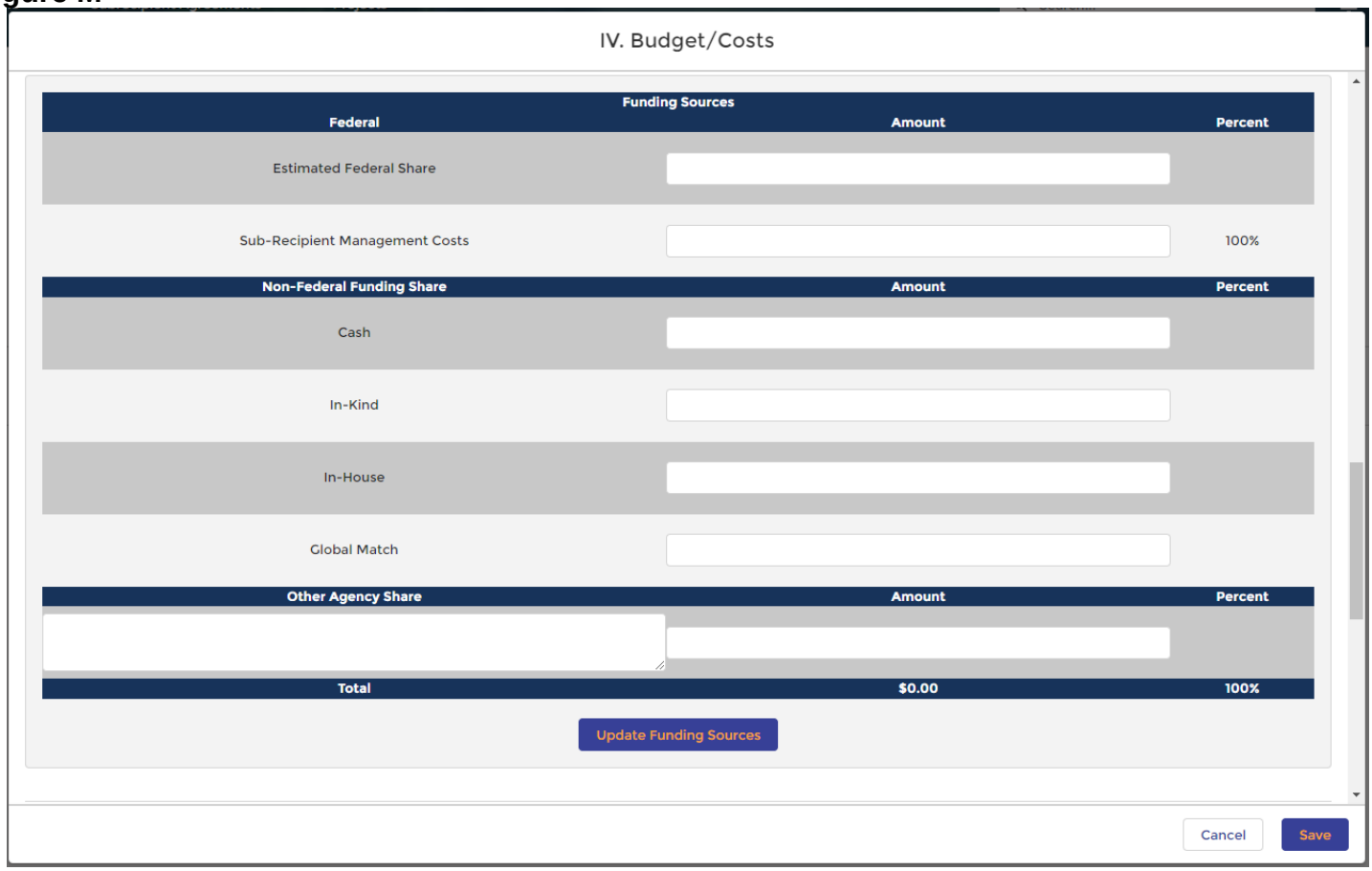
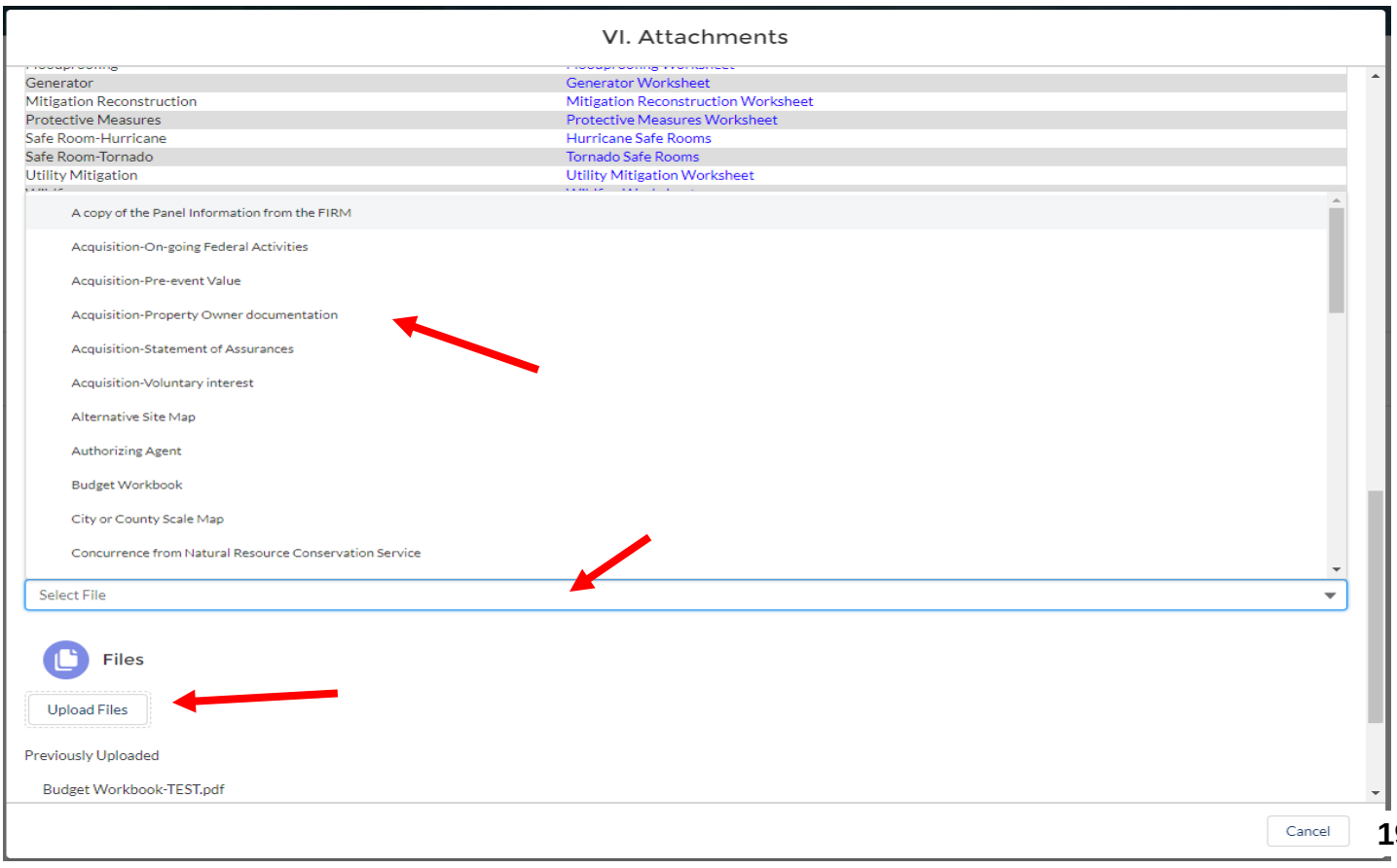


Figure N



COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F5
2023-2099

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
9:00 AM

STAFF CONTACT: Mike Lalbachan

AGENDA ITEM WORDING:

Approval to submit Hazard Mitigation Grant Program (HMGP) applications under the Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL) for Residential Elevation and Mitigation Reconstruction projects of approximately 16 privately owned properties with an estimated budget amount of $7,561,190.00 with homeowners providing the local match amount.

ITEM BACKGROUND:

The Florida Division of Emergency Management (Division) announced the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL). HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.

According to the Code of Federal Regulations (CFR) 44 §206.434(a), eligible applicants include local government who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects. Furthermore, activities include mitigation projects that will result in protection of public or private property from natural hazards such as Residential Elevation and Mitigation Reconstruction.

Under the HMGP, FEMA will contribute up to 75-percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. Homeowners in the grant applications will provide the remaining 25-percent non-federal share.

Staff received mitigation applications during the 2023 Flood Mitigation Assistance (FMA) grant cycle from property owners Countywide including incorporated cities and unincorporated Monroe County. These applications were submitted to the FDEM and FEMA for FMA 2023 consideration. However, the 2023 FMA applications had limited flood losses, and under the FMA program, FEMA prioritizes applicants with the greater flood losses. Finally, the HMGP program does not prioritize repetitive loss properties and therefore could be a better opportunity for these property owners and the County in the HMGP Idalia grant opportunity.

Staff will submit one (1) residential mitigation reconstruction application with ten (10) properties for a total budget of $5,592, 815.00 and one (1) residential elevation application with six (6) properties for a total budget of $1,968,375.00.

The application period will close April 30, 2024. The FDEM encourages potential applicants to submit complete applications before the close of the application period. Complete digital applications with supporting documents will be uploaded to FDEM no later than April 30, 2024.

If these applications are approved by FEMA/FDEM and selected for grant award, the State (FDEM) will enter into a grant agreement with the County for administration of the program. Monroe County will then execute a homeowner agreement with each owner, to assist homeowners in implementing their projects. The County will request management costs to help implement these projects.

PREVIOUS RELEVANT BOCC ACTION:

On October 20, 2021, Monroe County BOCC granted approval to submit 2021 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On October 19,2022, Monroe County BOCC granted approval to submit 2022 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On July 19, 2023, Monroe County BOCC granted approval to submit applications for mitigation reconstruction and residential elevation for 34 privately owned properties under Hurricane Nicole (FEMA-4680-DR-FL).

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION:

Approval

DOCUMENTATION:

nofa-4734.pdf

FINANCIAL IMPACT:
n/a

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM

To: Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Hurricane Idalia (DR-4734)

From: Kevin Guthrie, State Coordinating Officer 'For'

Subject: DR-4734 Hazard Mitigation Grant Program Notice of Funding Availability

Date: January 29, 2024

Program Summary

The Florida Division of Emergency Management (Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL), which was declared on August 31, 2023.

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration. The HMGP funding for this notice is for regular funds only and does not include funding options for initiative, codes and standards, or planning set-asides. Applications submitted for the latter obligations will not be accepted under this funding notice.

Current Changes

The Division will be using the Division of Emergency Management Enterprise Solution (DEMES) for the HMGP process. Applications are currently being accepted through DEMES and doing so **does not** require an additional hardcopy submission. Hardcopy applications are permitted pursuant to the Rule 27P-22, Florida Administrative Code; however, **the Division highly encourages all applications to solely be uploaded through DEMES**. If an applicant chooses to submit a hard copy of their application, a digital submission through DEMES is strongly advised as processing and project management will be done through this system.

If you have been granted access to DEMES for a past event, please use your existing account and do not re-register. If you have problems accessing your account, please use the DEMES contact below.

Application Timeline

The application period will close April 30, 2024. The Division encourages potential applicants to submit complete applications before the close of the application period. Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice.

DEMES Submission: If you have not already registered for access to DEMES, please see the instructions in *Attachment H* to do so. The information required for submitting a complete application through DEMES is the same as the State of Florida HMGP Application (*Attachment F*), which is a required document for any application submission, regardless of submission method, and can be used as reference to collect all of the information necessary for your project prior to submittal. If an application is submitted through DEMES, no hardcopies need to be submitted. However, a completed and signed digital version will be required in order to complete the DEMES submission process.

A complete digital submission of your applications, and all required supporting documentation, should be uploaded to DEMES no later than

April 30, 2024, 11:59 p.m. (EDT)

It is imperative that your access request for DEMES is received by the Division no later than 5:00 p.m. EDT on April 30, 2024, in order to meet the application deadline.

Hardcopy Filing: If a hardcopy is filed, please provide just one original of the State of Florida HMGP Application and all appropriate attachments. In addition, submit your project(s) and all relevant documentation to DEMES using the directions detailed above and in *Attachment H*.

Any hardcopy applications sent by mail or other carrier to the Division must be postmarked on or before **April 30, 2024**. Hand-delivered applications must be stamped in at the Division no later than **5:00 p.m. EDT** on **April 30, 2024**.

The HMGP application and all other pertinent resources for completing the application may be obtained at the Division's website located at FloridaDisaster.org/hmgp in the section HMGP Application and Resources.

Questions regarding DEMES system may be directed to:

Jared Jaworski
(850)544-8372
Jared.jaworski@em.myflorida.com

Any completed hardcopy applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program
Florida Division of Emergency Management
Mitigation Bureau
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State agencies
- Local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 CFR §206.221(e); and
- Indian tribes or authorized tribal organizations

However, be advised that pursuant to Rule 27P-22, Florida Administrative Code, all project applications must go through the Local Mitigation Strategy Working Group (LMSWG) of the county where the project will take place. Any application sent to the Division without a signed endorsement letter, from either the Chair or Vice-Chair of an LMSWG, will be denied.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition (demolition or relocation) of existing at-risk structures
- Aquifer (recharge, storage and recovery) serve primarily as a drought management tool and reduce flood risk

- Dry Floodproofing structures by sealing the structure to keep floodwaters out
- Elevation of flood prone structures
- Flood Risk Reduction (Localized or Non-localized) – lessen the frequency or severity of flooding
- Generator for critical facilities or are an integral part of a larger eligible project
- Infrastructure Retrofit modifications to the existing infrastructure to reduce or eliminate the risk of future damage and increase protection
- Mitigation Reconstruction of properties that cannot be elevated
- Safe Room to provide immediate life-safety protection from severe wind events
- Secondary Power Source to increase power system resilience
- Stabilization to reduce risk to structures/infrastructure from erosion
- Structural Retrofit modifications addressing the structural element of a building/facility that are essential to increase protection
- Wildfire Mitigation - at-risk structures and associated loss of life from the threat of future wildfires
- Wind Retrofit modifications to the existing structure to reduce or eliminate the risk of future damage and increase protection

Ineligible Activities: The state will **not** consider funding requests for the following:

- Construction of new facilities (Nevertheless, the cost associated with Code Plus upgrades to new facilities may be considered);
- Equipment such as emergency pumps, vehicles, and communication devices;
- Stand-alone studies, design, and planning-related activities, not directly related to the design and implementation of a proposed mitigation project;
- Tree removal, debris removal, and other forms of maintenance; or
- ***Projects already in progress*** *(Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act).*

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the requirements stated in this Notice of Funding Availability;
- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;
- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;

- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

Under the HMGP, FEMA will contribute up to 75-percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions, cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment and supplies owned, controlled, and operated by the applicant or a third-party contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a similar type of project(s). These similar, **non-federally** funded projects require a separate application submission, must meet all of the HMGP eligibility requirements, and be submitted under the same disaster. This means that if Global Match is approved, the applicant may receive up to 100-percent federal share. Phased projects are not eligible for Global Match.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs*. Pre-award costs must be requested, in writing, by submitting a signed Pre-award request form at application submittal and included in the budget as separate line-item. Directions for getting this form are included in *Attachment A*.

Procurement

Any procurement of property or services under a federal award must conform to 2 CFR §200 Subpart D (§§ 200.317 - 200.327). This also includes any activities performed as a part of the pre-award request.

Sub-Recipient Management Costs

Per FEMA Hazard Mitigation Grant Program Interim Policy 104-11-1, HMGP projects awarded under disasters, on or after the effective date, are eligible for sub-recipient management costs (SRMC) up to a hard cap of 5 percent of their eligible and actual project costs. SRMC is a separate pool of funding and will not be calculated as part of the benefit-cost analysis (BCA). SRMC will be reimbursed at a 100 percent federal cost share following the submission of compliant source documentation in conformance with 2 CFR 200 Subpart E. Additional information on SRMC can be found in the attached application (*Attachment F*)

and the HMGP SRMC Request Form (*Attachment G*). Any applicant requesting SRMC will need to submit *Attachment G* along with their application.

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) programs. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in Attachment *B* and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

(1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,

(2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in Attachment *C*.

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1
The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 120 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2
Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in Attachment D.

Tier 3
In the event that funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in Attachment D.

Please see Attachment D for a detailed explanation of funding tiers.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

Initial 30-Day Estimate
This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

Obligation prior to 12 Months
Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk of over-obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

12 Months from the Date of Declaration
This represents the State's Lock-in Amount. It is the maximum amount available the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after application submission.

Technical Assistance

The Division is in the process of scheduling HMGP application development workshop webinars and will be in touch with these counties in the next few weeks to finalize dates and times. The webinars will focus on the declared counties so that their project-specific concerns can be addressed by state staff.

Please check the Division's website FloridaDisaster.org/hmgp for technical guidance. The Division will provide additional technical assistance throughout the application process. This includes assistance with the application process, Benefit Cost Analysis, Engineering Feasibility and Environmental/Historical Preservation Compliance. If there are any questions regarding the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 815-4537 or (850) 815-4503

Environmental: (850) 815-4582

Engineering and Technical Feasibility: (850) 528-5713

For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance.

To assist you in submitting qualified project applications, the following attachments are located on the Division website www.floridadisaster.org/hmgp.

Attachment A:	*Pre-award Cost Guidance and Form*
Attachment B:	*30-day Estimate of Available HMGP Funding*
Attachment C:	*Sample LMS Project Submission Letter*
Attachment D:	*Florida Administrative Code 27P-22*
Attachment E:	*Data Collection Worksheet Notice*
Attachment F:	*HMGP Application*
Attachment G:	*HMGP SRMC Request Form*
Attachment H:	*DEMES Access Request and Guidance*

KG/jj
Attachments

Attachment A

Pre-Award Cost Guidance and Request Form

If you wish to request pre-award costs with your project, or would like to know more about pre-award costs, follow the link below and look under the “Application” menu for both the guidance and request form.

www.floridadisaster.org/hmgp

Questions on regarding pre-award costs may be directed to:
DEM_HazardMitigationGrantProgram@em.myflorida.com

Attachment B

FEMA-4734-DR-FL
30-Day Estimate as of 10/6/2023

County	Regular Projects HMGP Funding	25% Match Required
Alachua	$ 2,862,072.44	$ 954,024.15
Baker	$ 2,768,098.55	$ 922,699.52
Bay	$ 2,768,098.55	$ 922,699.52
Bradford	$ 2,768,098.55	$ 922,699.52
Brevard	$ 2,768,098.55	$ 922,699.52
Calhoun	$ 2,768,098.55	$ 922,699.52
Charlotte	$ 3,203,446.28	$ 1,067,815.43
Citrus	$ 11,667,671.28	$ 3,889,223.76
Clay	$ 2,768,098.55	$ 922,699.52
Collier	$ 2,768,098.55	$ 922,699.52
Columbia	$ 4,882,347.87	$ 1,627,449.29
DeSoto	$ 2,768,098.55	$ 922,699.52
Dixie	$ 8,214,731.95	$ 2,738,243.98
Duval	$ 2,768,098.55	$ 922,699.52
Flagler	$ 2,768,098.55	$ 922,699.52
Franklin	$ 2,768,098.55	$ 922,699.52
Gadsden	$ 2,768,098.55	$ 922,699.52
Gilchrist	$ 3,598,386.59	$ 1,199,462.20
Gulf	$ 2,768,098.55	$ 922,699.52
Hamilton	$ 6,118,591.85	$ 2,039,530.62
Hardee	$ 2,768,098.55	$ 922,699.52
Hernando	$ 5,039,610.19	$ 1,679,870.06
Hillsborough	$ 4,773,656.18	$ 1,591,218.73
Jefferson	$ 3,884,467.62	$ 1,294,822.54
Lafayette	$ 4,818,216.24	$ 1,606,072.08
Lake	$ 2,768,098.55	$ 922,699.52
Lee	$ 2,779,845.29	$ 926,615.10
Leon	$ 2,838,578.96	$ 946,192.99
Levy	$ 6,156,556.16	$ 2,052,185.39
Liberty	$ 2,768,098.55	$ 922,699.52
Madison	$ 6,946,256.83	$ 2,315,418.94
Manatee	$ 3,832,759.99	$ 1,277,586.66
Marion	$ 2,882,652.72	$ 960,884.24
Nassau	$ 2,768,098.55	$ 922,699.52
Orange	$ 2,768,098.55	$ 922,699.52

County	Regular Projects HMGP Funding	25% Match Required
Osceola	**$ 2,768,098.55**	**$ 922,699.52**
Pasco	**$ 11,401,945.88**	**$ 3,800,648.63**
Pinellas	**$ 16,680,529.73**	**$ 5,560,176.58**
Polk	**$ 2,779,845.29**	**$ 926,615.10**
Putnam	**$ 2,768,098.55**	**$ 922,699.52**
Sarasota	**$ 3,786,195.75**	**$ 1,262,065.25**
Seminole	**$ 2,768,098.55**	**$ 922,699.52**
St. Johns	**$ 2,768,098.55**	**$ 922,699.52**
Sumter	**$ 2,771,275.61**	**$ 923,758.54**
Suwannee	**$ 9,819,522.68**	**$ 3,273,174.23**
Taylor	**$ 11,139,614.93**	**$ 3,713,204.98**
Union	**$ 2,768,098.55**	**$ 922,699.52**
Volusia	**$ 2,773,130.51**	**$ 924,376.84**
Wakulla	**$ 2,768,098.55**	**$ 922,699.52**
	$ 212,086,274.00	**$ 70,695,424.67**

Based on FEMA Letter dated 10/6/2023

Attachment C

(On agency letterhead)

Date

Ms. Laura Dhuwe, State Hazard Mitigation Officer Florida
Division of Emergency Management
2555 Shumard Oak Boulevard Tallahassee,
Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA XXX-DR-FL, Disaster Name

Dear Mrs. Dhuwe:

The _____ County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44 §201.6).

The _____ County LMS group therefore presents the projects below (or in the attachment) in the order that they are to be considered for funding.

FEMA XXX-DR-FL Disaster Name

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Project name	Applicant	3. B. (2}	$000,000	$000,000
2.	Project name	Applicant	1. A. (4)	$000,000	$000,000
3.	Project name	Applicant	2. B. (4)	$000,000	$000,000
Etcetera					

For further information or inquiry, please contact me at (insert phone number and email).

Sincerely,

_____ , LMS Chair
_____ , County LMS

cc:

Attachment D

CHAPTER 27P-22
HAZARD MITIGATION GRANT PROGRAM

27P-22.001 Purpose
27P-22.002 Definitions
27P-22.003 Eligibility
27P-22.004 LMS Working Groups
27P-22.005 Local Mitigation Strategy
27P-22.006 County Allocations and Project Funding
27P-22.007 Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) “Adoption” means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) “Application” means the request for hazard mitigation funding as submitted to the Division of Emergency Management (Division or FDEM) by an Applicant.

(3) “Applicant” means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) “DHS” means Department of Homeland Security.

(5) “FEMA” means the Federal Emergency Management Agency.

(6) “Hazard” means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) “Hazard Mitigation” means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) “Hazard Mitigation Grant Program”, herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, dated October 1, 2019, hereby incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12333, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Plan.

(9) “Local Mitigation Strategy” or “LMS” means a plan to reduce identified hazards within a county.

(10) “Project” means a hazard mitigation measure as identified in an LMS.

(11) “Repetitive loss structures” means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) “State Hazard Mitigation Plan” means Florida’s version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart N and approved by FEMA. The State Hazard Mitigation Plan is set forth in the Enhanced State Hazard Mitigation Plan 2018, hereby incorporated into this rule by reference, https://www.flrules.org/gateway/reference.asp?NO=Ref-12334. A copy may be obtained by contacting the Division of Emergency Management.

(13) “Working Group” is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.002, Amended 7-18-13, 11-24-20.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

(a) Certain new construction activities that will result in protection from hazards;

(b) Retrofitting of existing facilities that will result in increased protection from hazards;

(c) Elevation of flood prone structures;

(d) Vegetative management/soil stabilization;

(e) Infrastructure protection measures;

(f) Stormwater management/flood control projects;

(g) Property acquisition or relocation; and

(h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions, within the same disaster.

(2) In order to be eligible for funding, projects shall meet the following requirements:

(a) Conform to the State Hazard Mitigation Plan;

(b) Conform to the funding priorities for the disaster as established in the LMS governing the project;

(c) Conform to the following federal regulations incorporated by reference, copies of which may be obtained by contacting the Division:

1. 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, dated October 1, 2019, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12335;

2. DHS Directive 023-01, Revision 01, dated 10/31/2014, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12336;

3. DHS Instruction 023-01-001-01, Revision 01, dated 11/6/2014, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12337;

4. FEMA Directive 108-1, dated 10/10/2018, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12338; and

5. FEMA Instruction 108-1-1, dated 10/10/2018, incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12339.

(d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and

(e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.003, Amended 11-24-20.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

(a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;

(b) Representation from all interested municipalities within the county; and

(c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

(a) To designate a Chairperson and Vice-Chairperson;

(b) To develop and revise an LMS as necessary;

(c) To coordinate all mitigation activities within the County;

(d) To set an order of priority for local mitigation projects; and

(e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:

1. List of Working Group Members including Chair and Vice-Chair;
2. Changes to the hazard assessment;
3. Updated project priority list including estimated costs and potential funding sources;
4. Changes to the critical facilities list;
5. Changes to the repetitive loss list; and
6. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.004, Amended 7-18-13, 11-24-20.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(2), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 120 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS Working Group endorsement letter until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.006, Amended 11-

24-20.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., §206.221(e), dated October 1, 2019, hereby incorporated by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12340 a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A LMS Working Group endorsement letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using FDEM Form No. HMGP Application (01-2020) (Eff. 01-2020) which is incorporated into this rule by reference, http://www.flrules.org/Gateway/reference.asp?No=Ref-12341, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org. In addition, the application form will be circulated as a part of the Notice of Funding Availability for its respective disaster grant cycle.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.007, Amended 7-18-13, 11-24-20.

Attachment E

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, follow the link and look under “Project Worksheets” for the form pertaining to your project. These worksheets will help ensure that the appropriate information is given to the state and assist us in reviewing your application more efficiently.

Project Worksheets

- Wind Retrofit
- Flood Control - Drainage Improvements
- Generator
- Hurricane Safe Rooms
- Tornado Safe Rooms
- Wildfire
- Drought
- Utility Mitigation

In addition, a new worksheet was developed to assist sub-applicants submitting acquisition-related projects. To find this document, follow the same link and look under “For Acquisition Projects.”

www.floridadisaster.org/hmgp

Attachment F

THIS SECTION FOR STATE USE ONLY

FEMA-____-DR-FL ☐ **Standard HMGP** ☐ **5% Initiative Application** ☐ **Application Complete**
☐ **Initial Submission or** ☐ **Re- Submission**

Support Documents
☐ **Conforms w/ State 409 Plan**
☐ **In Declared Area**
☐ **Statewide**

Eligible Applicant
☐ **State or Local Government**
☐ **Private Non-Profit (Tax ID Received)**
☐ **Recognized Indian Tribe or Tribal Organization**

Project Type(s)
☐ **Wind**
☐ **Flood**
☐ **Other**:

Community NFIP Status: (Check all that apply)
☐ **Participating Community ID#:**_____
☐ **In Good Standing** ☐ **Non-Participating** ☐ **CRS**

LMS Ranking: _____
County: _____

State Application ID: _____

(TIME-DATE STAMP HERE)

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com.**

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

***Application Sections I-IV*:**	*All* Applicants must complete these sections
Environmental Review:	*All* Applicants must complete these sections
Maintenance Agreement:	*Any* Applications involving public property, public ownership, or management of property
Flood Control – Drainage Improvement Worksheet:	*Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion* ***– one worksheet per structure***
Generator Worksheet:	*Permanent, portable generators, and permanent emergency standby pumps*
Tornado Safe Room Worksheet:	*New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room*
Hurricane Safe Room Worksheet:	*New Safe Room, Retrofit of existing structure*
Wind Retrofit Worksheet:	*Wind Retrofit projects only – one worksheet per structure*
Wildfire Worksheet:	*Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other*
Drought Worksheet:	*Aquifers, other*
Utility Mitigation Worksheet	*Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.*
Request for Public Assistance Form:	FEMA Form 90-49 (Request for Public Assistance): *All* applicants must complete, if applicable.
Acquisition Forms:	If project type is Acquisition, these forms must be completed. (Only one of the two *Notice of Voluntary Interest* forms is necessary.) *Model Statement of Assurances for Property Acquisition Projects* *Declaration and Release* *Notice of Voluntary Interest (Town Hall Version)* *Notice of Voluntary Interest (Single Site Version)* *Statement of Voluntary Participation* *FEMA Model Deed Restriction Language*
Application Completeness Guidance / Checklist :	All applicants are recommended to complete this checklist and utilize the guidance for completing the application.

B. Applicant Information:

FEMA-____-DR-FL **DISASTER NAME: _____**

Title of Project: _____

1. Applicant (Organization): _____
2. Applicant Type: ☐ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: _____
4. State Legislative Senate District(s): _____; State Legislative House District(s): _____ ; Congressional House District(s): _____
5. Federal Tax I.D. Number: _____
6. Data Universal Numbering System (DUNS): _____
7. Federal Information Processing Standards (FIPS) Code*: _____ *(*if your FIPS code is not known, see guidance)*
8. National Flood Insurance Program (NFIP) Community Identification Number: _____
   (this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

   ☐Ms. ☐Mr. First Name: _____ Last Name: _____
   Title: _____
   Address: _____
   City: _____ State: _____ Zip Code: _____
   Telephone: _____ Email: _____
10. **Application Prepared by:**

    ☐Ms. ☐Mr. First Name: _____ Last Name: _____
    Title: _____
    Address: _____
    City: _____ State: _____ Zip Code: _____
    Telephone: _____ Email: _____
    Organization: _____
11. **Authorized Applicant Agent** ***(proof of authorization authority required)***

    ☐Ms. ☐Mr. First Name: _____ Last Name: _____
    Title: _____
    Address: _____
    City: _____ State: _____ Zip Code: _____
    Telephone: _____ Email: _____

    Signature: _____

    Date: _____

12. Local Mitigation Strategy (LMS) Compliance
    a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☐ Yes ☐ No
    b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☐ Yes ☐ No
    Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
    c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within $500.00 between the two. ☐ Yes ☐ No
13. Has this project been submitted under a previous disaster event? ☐ No

☐ Yes, provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
   ☐ Flood ☐ Wind ☐ Storm surge ☐ Wildfire ☐ Other *(list):* _____
2. Identify the type of proposed project:
   ☐ Elevation and retrofitting of residential or non-residential structure
   ☐ Acquisition and Relocation ☐ Acquisition and Demolition
   ☐ Wind retrofit ☐ Drainage project that reduces localized flooding
   ☐ Generator ☐ Other (explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):

   _____
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):

   _____
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. *(e.g. 23 structures protected against the 100-year storm event (1% chance)*

   _____ structure(s) protected against the _____ -year storm event *(10, 25, 50, 100, or 500 year storm event*)

   _____ structure(s) protected against _____ mile per hour (mph) winds
6. Check **all** item(s) the project may impact:
   ☐ Wetlands ☐ Water Quality ☐ Previously Undisturbed Soil
   ☐ Floodplain ☐ Coastal Zone ☐ Toxic or Hazardous Substances
   ☐ Historic Resources ☐ Fisheries ☐ Threatened & Endangered Species
   ☐ Vegetation Removal ☐ Public Controversy ☐ Potential for Cumulative Impacts
   ☐ Health & Safety ☐ Other _____
7. ***Engineered projects:*** *If* your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☐ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will ***solve*** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. ***Ensure that each proposed project is mitigation and not maintenance***.

1. Describe the existing problems:

   _____
2. Describe the type(s) of protection that the proposed project will provide:

   _____
3. Scope of Work (describe in detail what you are planning to do):

   _____
4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

   _____

Section III – Project Location *(Fully describe the location of the proposed project.)*

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

   Site Location: _____
   Address(es): _____
   GPS coordinates (decimal degree format): _____
   Project Zip Code(s): _____

2. Titleholder: _____

3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☐ No

4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include ***all*** structures in project area.

   ☐ Residential property: _____ ☐ Public buildings: _____
   ☐ Businesses/commercial property: _____ ☐ Schools/hospitals/houses of worship: _____
   ☐ Other: _____

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. ☐ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. ***FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map***. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal.	
2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) *(See FIRM legend for flood zone explanations) (A Zone must be identified)*	
☐ VE or V 1-30	☐ AE or A 1-30
☐ AO or AH	☐ A (no base flood elevation given)
☐ B or X (shaded)	☐ C or X (unshaded)
☐ Floodway	☐
☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project).	
3. ☐ **If the FIRM Map for your area is not published**, attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.	
4. ☐ Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area	

C. Maps with Project Site and Photographs

1. ☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☐ Attach a USGS 1:24,000 TOPO map with project site ***clearly*** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☐ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to be applied to, and the resulting amount. **PLEASE NOTE**- These cells will not auto-calculate across the row, but the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

A. Materials

Item	*Unit*	*Quantity*	*Cost per Unit*	*Cost*
			Sub-Total	**$0.00**

B. Labor Include equipment costs. Indicate all "soft" or in-kind matches (**).

Description	*Hours*	*Rate*	*Cost*
		Sub-Total	**$0.00**

C. Fees Paid Include any other costs associated with the project.

Description of Task	*Hours*	*Rate*	*Cost*
**Pre-Award*			
		Sub-Total	**$0.00**

D. **Total Estimated Project Cost** **$0.00**

E. Contingency Costs (maximum 5% of Material/Labor) %

F. **Final Project Cost** $0.00

Note: *To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.*

Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.

All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.

G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

Total Estimated Management Costs Available (5% of Total Project Costs) *$0.00*
Note: This number will be generated automatically after Part I is completed

☐ **YES**, I would like to requests these funds (Fill out the itemized table below, then continue to Part I)*

☐ **NO**, I do not wish to request these funds. (continue to Part I)*

Description	*Hours*	*Rate*	*Cost*

H. **Total Estimated Management Costs Requested** *$0.00*

***Note:** By selecting either “yes” or “no” the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

I. Funding Sources (round figures to the nearest dollar)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

1.	***Estimated Federal Share***			% of Total	(Maximum 75%)
2.	***Non-Federal Shares***				
3.	Estimated Local Shares			% of Total	(Cash)
4.				% of Total	(In-Kind**)
5.				% of Total	(In-House***)
6.				% of Total	(Global Match****)
7.	***Other Agency Share*** *(Identify Non-Federal Agency and availability date)*			% of Total	
8.	***Total Funding sources from above***	**$0.00**	**0.00%**	***Total***	(Equals 100%)

☐ **Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.C. Fees

☐ ***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees

☐ ****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title: _____

9.	***Total Estimated Management Costs***	***Requested***			
		Available	$0.00	5% of Total	(Max Allowed)

J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. ***(e.g. Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.)***

Milestone(s)	***Number of Months to Complete***
Total	**Months**

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.

1. ☐ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☐ Project area maps (Section III, part B & C of this application).
3. ☐ Project area/structure photographs (Section III, part C of this application).
4. ☐ Preliminary project plans.
5. ☐ Project alternatives description and impacts (Section V of the application).
6. ☐ Complete the applicable project worksheets.
   Documentation showing dates of construction are required for all structures.
7. ☐ Environmental Justice – Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
8. ☐ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

1. Are there low income or minority populations in the project area or adjacent to the project area?
   ☐ No ☐ Yes; describe any disproportionate and adverse effects to these populations:

   _____

2. ☐ To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.

   _____

C. Tribal Consultation *(Information Required)*

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

_____

2. Provide information on any known site work or historic uses for project location.

_____

☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions *(Information Required)*

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative
Discuss the impacts on the project area if no action is taken.

_____

2. Other Feasible Alternative
Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative
Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

_____

b. Project Location of the Alternative (*describe briefly, if different from proposed project*)

_____

☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (*if different from proposed project*)

c. Scope of Work for Alternative Project

_____

d. Impacts of Alternative Project
Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

_____

e. Estimated Budget/Costs for Alternative Project

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	
Labor:	
Fees:	
Total Estimated Project Cost:	**$ 0.00**

HMGP ENVIRONMENTAL REVIEW

Information and Documentation Requirements by Project Type

Retrofits to Existing Facilities/Structures ***Elevations*** ***Acquisitions with Demolition***
✓ Dates of Construction ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance ✓ Structure photographs
Drainage Improvements
✓ Engineering plans/drawings ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands o Department of Environmental Protection o Water Management District o U.S. Army Corps of Engineers ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance. ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats. ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources. ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland. ✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Not applicable to projects solely related to residential or private property.)

The _____of _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid**.** Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____the duly authorized representative
(*printed or typed name of signing official*)

_____,
(*title*)

This _____(*day*) of _____(*month*), _____ *(year).*

Signature*_____

Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: _____

Applicant: _____

Application Information	Explanation of Information Required	✓
Section I		
B. Applicant Information		
FEMA___-DR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	☐
DISASTER NAME	Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	☐
Title of Project	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	☐
1. Applicant	Name of organization applying. Must be an eligible applicant.	☐
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	☐
3. County	Indicate county in which the project is located.	☐
4. State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the **project site**. For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	☐
5. Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	☐
6. DUNS Number	Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html	☐
7. FIPS Code	List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/)	☐
8. NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application.	☐
9. Point of Contact	Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	☐
10. Application Prepared By	Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	☐
11. Authorized Applicant Agent	An authorized agent must sign the application. *"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the resolution by the governing body authorizing the signature authority for the individual signing must be provided."*	☐

	For Private Non-Profit: A member of its Board of Directors or whoever has authority to authorize funding for such a project. If this task is delegated down, a copy of a resolution confirming this must be provided.	
12. LMS Compliance	a) LMS Project List: All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter: All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within $500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to **Sample LMS Letter**. Applications without a letter of endorsement will not be processed. *(44 CFR 201.6 Local Mitigation Plans)*	☐
13. Previous Submittal	If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project.	☐

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards	**Type of Hazards the Proposed Project will Mitigate**: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	☐
2. Identify the Type of Project	**Identify the Type of Proposed Project**: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	☐
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	☐
4. Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	☐
6. Project Impact	Identify **all** the items the project may impact or are within the project area.	☐
7. Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	☐

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities.	☐
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	☐
3. Scope of Work:	**What the Project Proposes to Do**: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a	☐

	mitigation action, not maintenance.) *Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])?* Projects that merely identify or analyze hazards or problems are not eligible.	
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application.	☐

Section III - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	☐
2. Titleholder	Provide the titleholder's name.	☐
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	☐
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals)	☐

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal. **See instructions on How to make a FIRMette.**	☐
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). **If project is located in a Special Flood Hazard Area. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.**	☐
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	☐
4. Model Acknowledgement of Conditions form	The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area form is required for those structures receiving federal funds that will also remain in the special flood hazard area by the close of the project. This form is required at application. It can be found on FEMA's website at https://www.fema.gov/media-library/assets/documents/15677	☐

D. C. Maps with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	☐
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/	☐
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	☐
4. Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with	☐

	photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs appropriately. In addition, CDs may be submitted.	

Section IV - Budget/Costs

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	List materials and their associated costs. Provide breakdown.	☐
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions).	☐
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. *Pre-award costs may be requested* **(See Pre-award Costs guidance).**	☐
D. Total Estimated Project Cost	This number includes all project costs without contingency costs included. Make sure all calculations are correct.	☐
E. Contingency Cost	Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs." The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application. If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will **NOT** auto-calculate. Be sure that they are calculated correctly.	☐
F. Final Project Cost	This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation.	☐
G. Project Management Costs	After reading the guidance provided on pg. 5, select either **YES** or **NO** to indicate your need for management costs for this project. If **YES**, provide a breakdown of description, hours, rate and costs for requested management costs. If **NO**, continue to Part I.	☐
H. Total Estimated Management Costs Requested	This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project.	☐

I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

1. Estimated Federal Share	The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%.	☐
2. Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	☐
3. Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents.	☐
4. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. *Third party in-kind contributions would be volunteer services, employee services from other*	☐

	*organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.*	
5. Total In-house	Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement)	☐
6. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. *The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.*	☐
7. Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	☐
8. Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F. - Total Estimated Project Cost).	☐
9.	Your requested amount must be equal to or less than 5 percent of the total project cost	☐

J. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line *(e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.)* for the critical activities not to exceed a period of 3 years (36-months) for performance. Milestones should not be grouped together but listed individually. Allot for the appropriate amount of time for final inspection and closeout (about 3 months).	☐

Section V - Environmental Review & Historic Preservation Compliance

No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application.	☐
2. Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.	☐
3. Project Area/Structure Photographs	Complete Section III part C of the application.	☐
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	☐
5. Project Alternatives	Complete Section V part D. of this application.	☐
6. Project Worksheets	Dates of construction are required for all structures. See worksheets.	☐
7. Environmental Justice Documentation	See Section V.B for applicable information.	☐
8. Information/ Documentation Requirements by Project Type	Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained.	☐

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Disproportionate Effects	Determine if there are populations in either the project zip code or city that are characterized as having a minority background or living below the poverty level. If yes,	☐

	complete the rest of Section V, part B. Describe any disproportionate effects that these populations would experience if the project were completed.	
2. Population Affected	Describe the population affected by this project and the portion of the population adversely impacted. Attach any documentation and list the attachments here.	☐

C. Information required for Tribal Consultation

Documentation for Tribal Consultation	For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C.	☐

D. Alternative Actions

1. No Action Alternative	Discuss the impacts on the project area if no action is taken.	☐
2. Other Feasible Alternative Action	This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	☐
a. Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other **feasible** alternative must be provided.	☐
b. Project Location of the Alternative	Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments.	
c. Scope of Work – Alternative Project	Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	
d. Impacts of the Alternative Project		
e. Estimated Budget/Costs for the Alternative Project	Total cost is required.	☐
Materials, Labor, and Fees Paid	Detailed line items are not required. Just enter a total amount.	☐
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	☐

Section VI – Maintenance Agreement

Maintenance Agreement	Complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	☐

Other Required Documentation

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

1. Maps	All maps must be included with the application.	
2. FFATA Form	During contracting with the state, complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. **This is not required at the time of application submittal.**	☐
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	☐
4. Pre-award Cost Form	If pre-award costs are being requested with your project, be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	☐

5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	☐
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	☐
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are available for your convenience. Use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	☐
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
10. Worksheets	The appropriate worksheet(s) must be completed and submitted with the application. a. Flood Control – Drainage Improvement b. Generator c. Tornado Safe Room d. Hurricane Safe Room e. Wind Retrofit f. Wildfire g. Drought	☐

*Submit **1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

***This direction is for hard copy submissions only.**
If submitting in DEMES, you will only need to submit one set of backup documentation per application along with a scanned version of a completed and signed Original Application as an attachment to the digital submission.

*Required for hard copy submissions only

Attachment Index

* Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* **If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and *will not* be considered for possible funding.**

Section # & Item		Attached Document Name
1		
2		
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Attachment G

Sub-Recipient Management Cost Request Form

Any applicant requesting sub-recipient management cost (SRMC) in their application for their project must include a completed SRMC request form at application. This form is available on the FDEM's HMGP site at the link provided. The form itself is underneath the "Application" dropdown menu and contains SRMC forms for phased and non-phased projects, guidance and reference information, and sample forms for phased and non-phased projects. If you have any questions regarding this form, please email the HMGP distribution list at demsrmchelpdesk@em.myflorida.com.

www.floridadisaster.org/hmgp

Attachment H

New and Existing Users

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using Sam.gov can be found at: https://sam.gov/content/entity-registration.

Existing SAM.gov account holders should check their account to make sure it is “ACTIVE.” SAM registration should be completed at the very beginning of the year and should be renewed annually to avoid being “INACTIVE.” Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA’s system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization’s name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

For new and existing users in DEMES, the UEI is used to identify entity accounts for all federal grant programs and it is important that the UEI for your entity is up-to-date to avoid any issues during the application process.

Requesting access

If you have already registered for an account in DEMES then disregard the information on this page.

1. Go to www.fdemportal.com/grants

2. The "**Register**" link will allow you to complete the required contact information to log in to the Division of Emergency Management Enterprise Solution (DEMES). Typically, your email address is also your username. Be sure to remember the password that you set on the initial Sign-Up page (Figures A and B).

3. Use the Account search to enter in the name of the organization for which you are requesting access. If the Account search does not render the organization, contact

   DEM_hazardmitigationgrantprogram@em.myflorida.com

   for assistance before clicking "Can't Find Account," as the account you are looking for may exist in a different format (Figure C).

4. The next "**Register for Access**" screens require more information to update your Contact record and to indicate the Organization Account for access purposes. **Make sure to select "Mitigation" as the Bureau you intend to submit an application under** as that is where your registration will go for approval (Figure D).

5. Complete the requested information (red asterisk * means required field) and click the Next button until you see a confirmation message that your request is under review.

This will submit your Contact information for approval by FDEM. You will receive email communication from FDEM about access to your organization's account.

If the "Register for Access" page is presented when you login to the community, it means that your request for access is still in the queue for processing by FDEM.

Do note that if you are a contractor or use an email that is not able to be verified to your relevant account, that additional verification will be required by your entity's supervisor.

Figure A

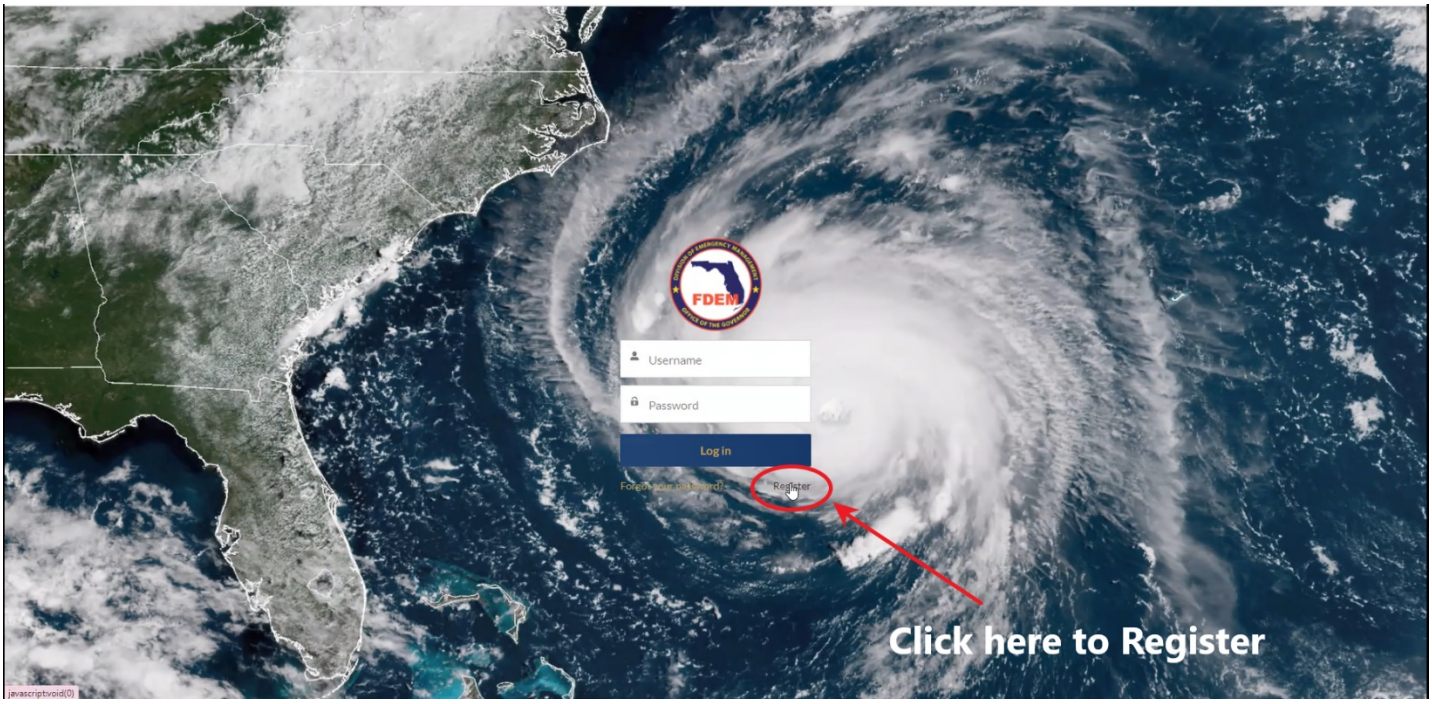


Figure B

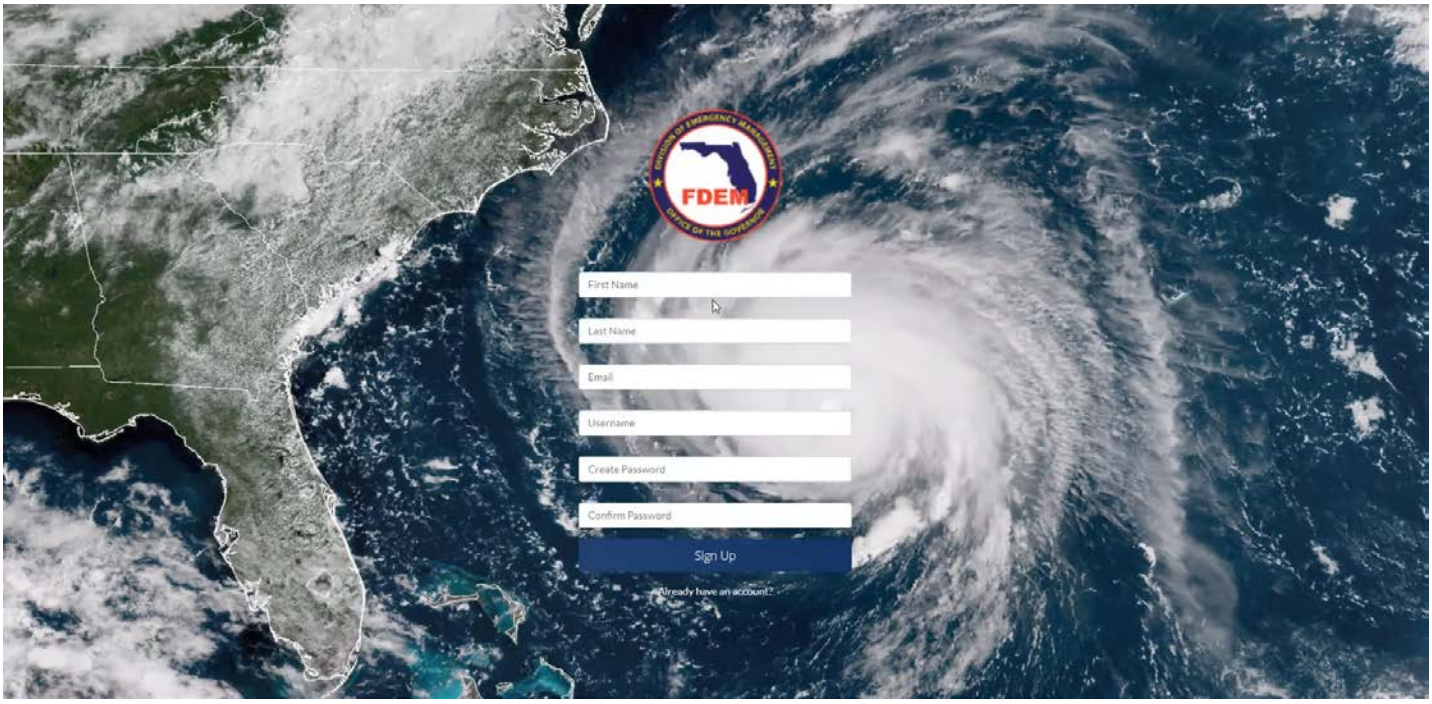


Figure C

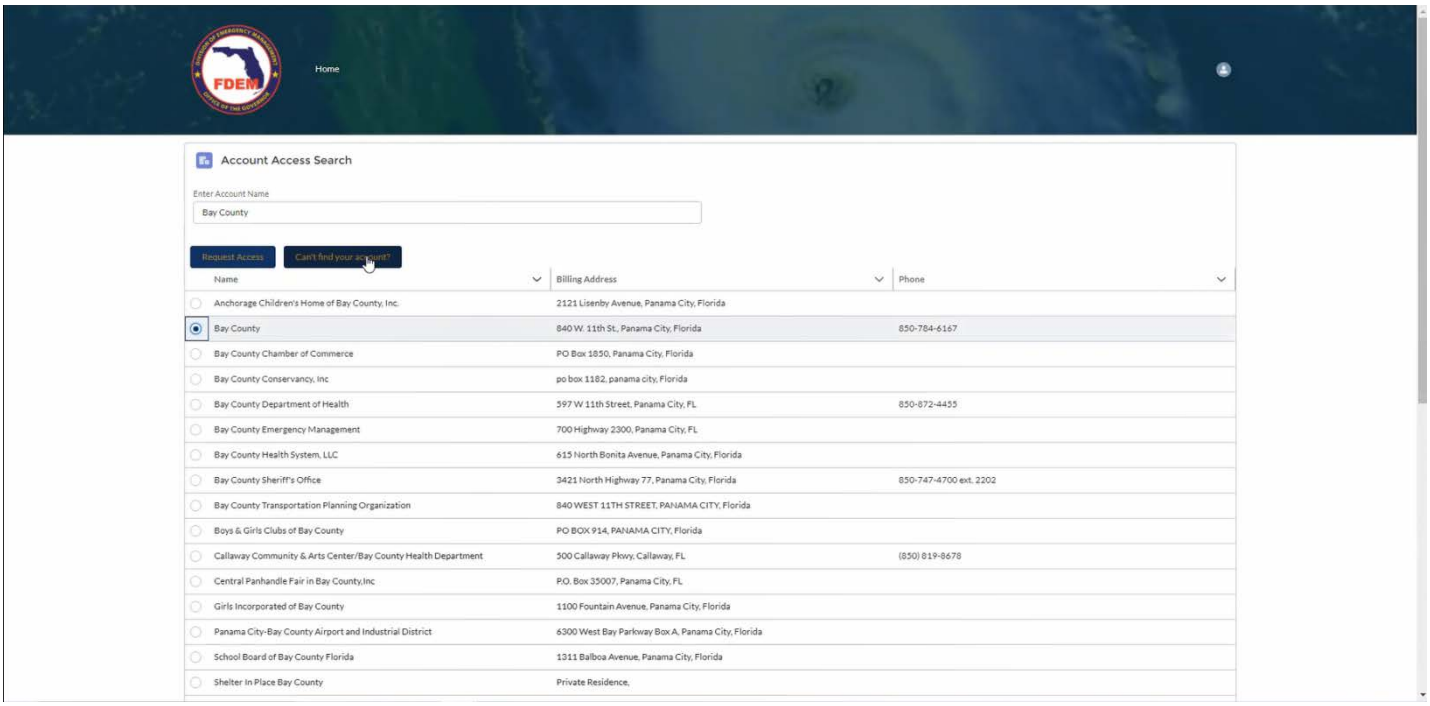
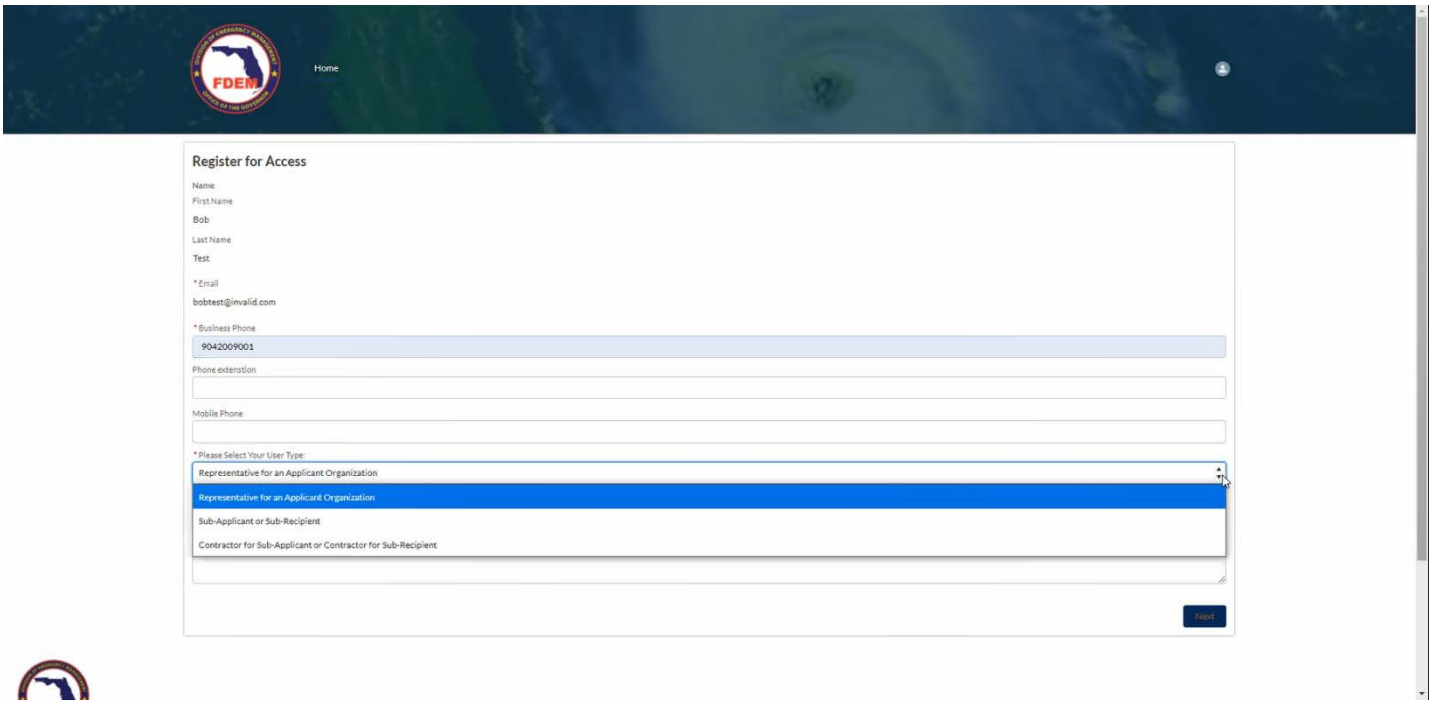


Figure D



Community Home Screen

After the user has been granted access by FDEM personnel to one or more Organization Accounts, the logged-in user will see the FDEM Grants Management home page described below (Figure E):

1. Community header provides quick links to return to the HOME screen, the Applications list screen, Agreements list, and Projects list
   a. **Project:** Use this link to view existing applications. When you create an application, make sure to write down the Project Identification (PID) number that is generated. This will allow you to search for it again.

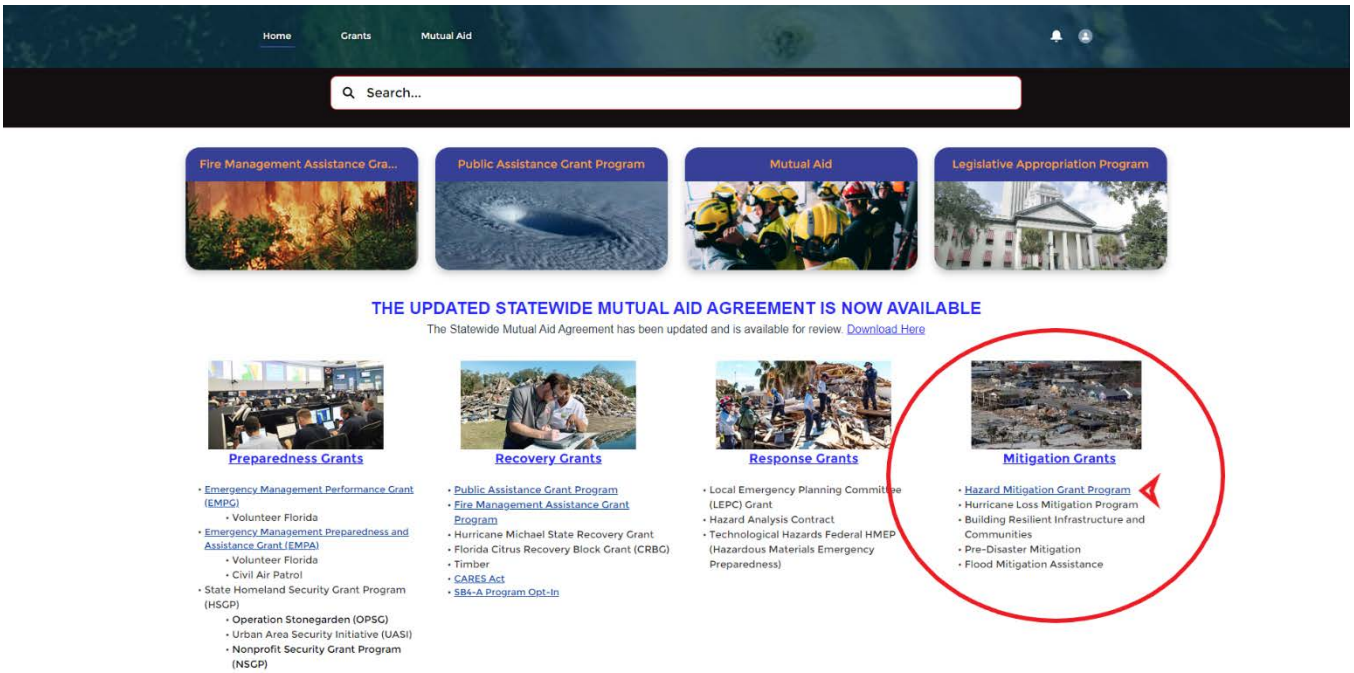
2. **Preparedness Grants**: Provides additional information regarding preparedness grants

3. **Recovery Grants**: Provides additional information regarding recovery grants and clickable links into recovery grant applications

4. **Response Grants**: Provides additional information regarding response grants

5. **Mitigation Grants:** Provides additional information regarding mitigation grants.
   a. **Hazard Mitigation Grant Program:** This link will take you to a screen to review existing applications or to begin a new one.

Figure E



Mitigation

Submitting a New HMGP application

Log into your DEMES Account

1. Click “ Hazard Mitigation Grant Program” link to create an application for a specific grant (see previous Figure E) or to see a previously created application.
2. From the Hazard Mitigation Grant Program page you can go back to previously created application or click “Create New Mitigation Application” to start a new one (Figure F).
3. An automated process will walk you through a series of questions to generate the application record. Be mindful of which disaster you are applying for and which entity you are applying under, in the event multiple grant periods are open at one time or your associated with multiple accounts (Figure G).
4. On the application page you will see on the left-hand side an Application Number (formatted as PID-######). Write this down so that you can return to the same application at a later time (Figure H).
5. When finished, the application will appear with each section to be completed (Figure H).
   a. As each section is complete and “Saved”, it will turn green. Clicking “Cancel” while in a section will not save entered data
   b. Upon ALL sections being complete/green, the Submit button will turn blue and be clickable. Clicking “Submit” will send the application to your Authorize Applicant Agent for final signature. Once that is completed, your application will be fully submitted to FDEM for review.

Figure F

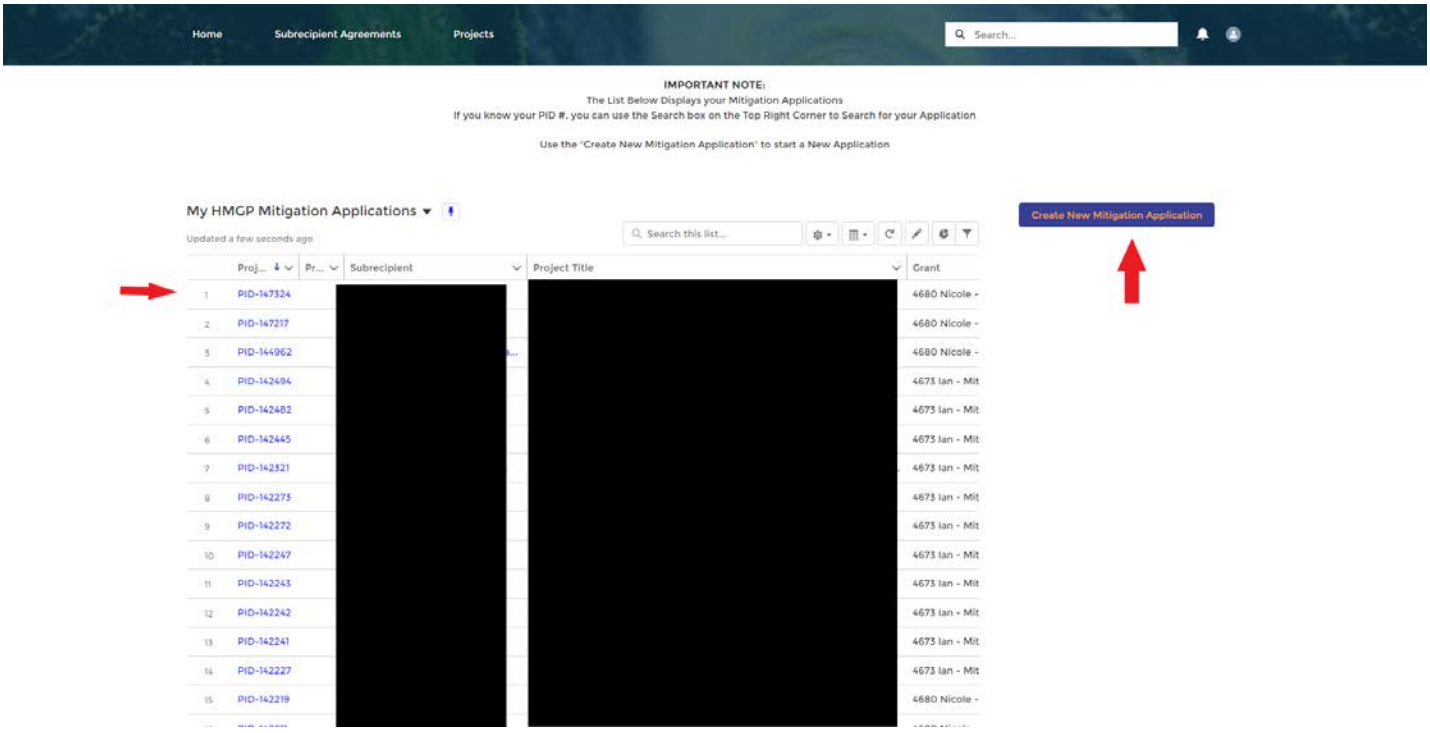


Figure G

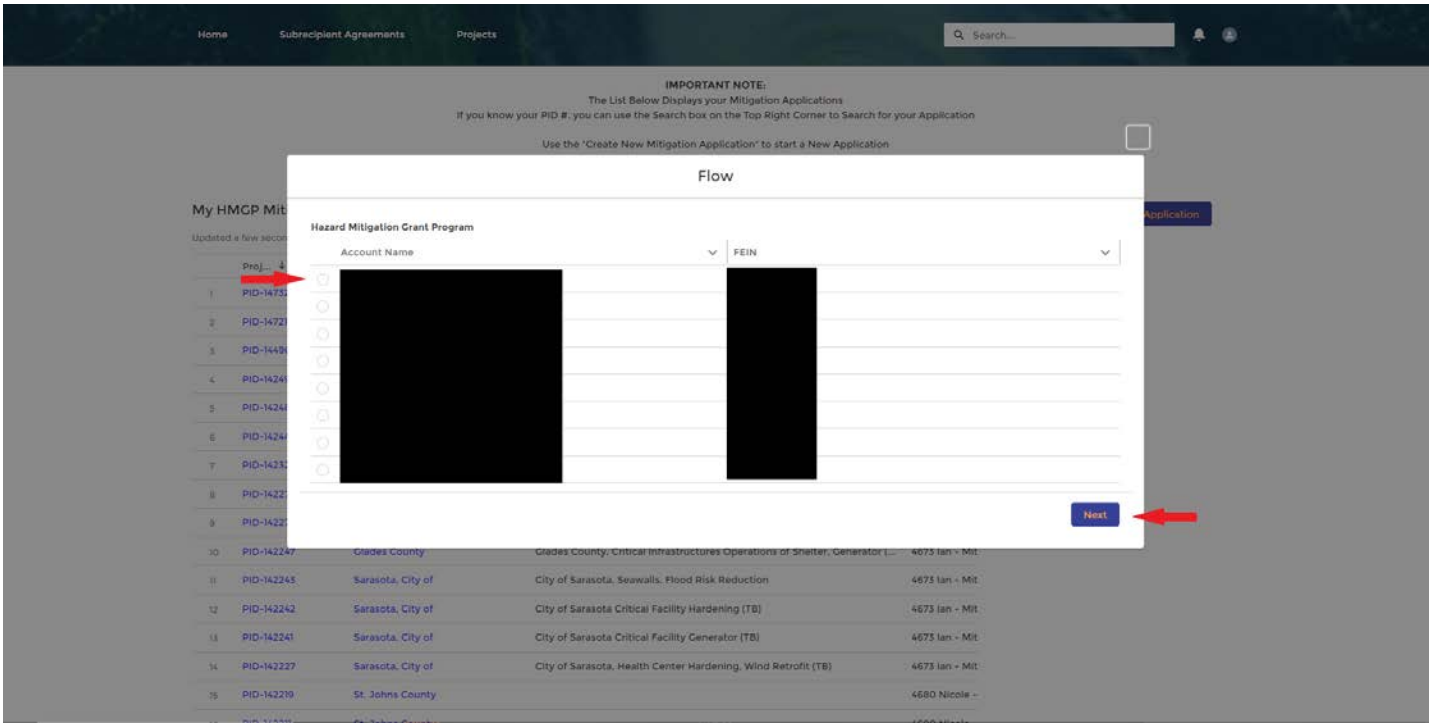
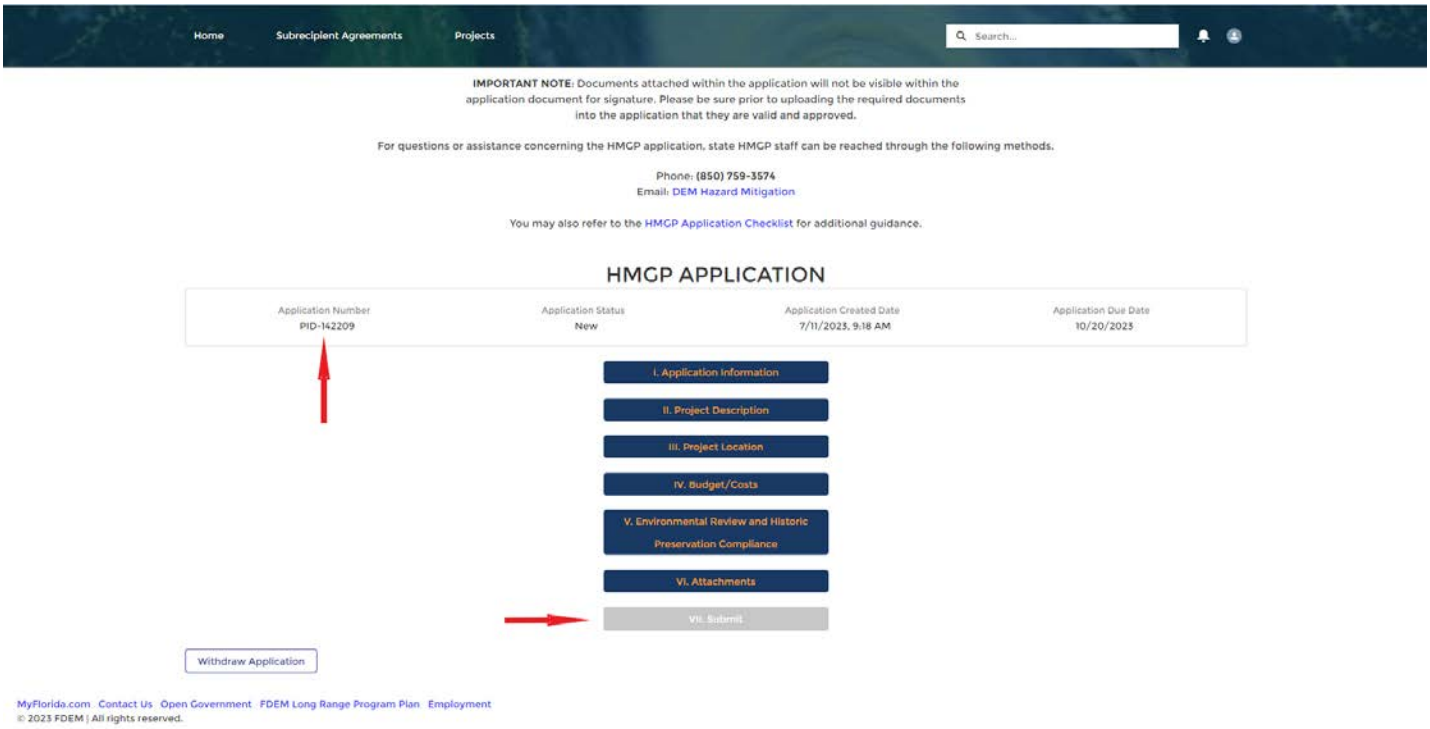


Figure H


Home
Subrecipient Agreements
Projects
Search...
IMPORTANT NOTE: Documents attached within the application will not be visible within the application document for signature. Please be sure prior to uploading the required documents into the application that they are valid and approved.
For questions or assistance concerning the HMGP application, state HMGP staff can be reached through the following methods.
Phone: (850) 759-3574
Email: DEM Hazard Mitigation
You may also refer to the HMGP Application Checklist for additional guidance.
HMGP APPLICATION
Application Number
PID-142209
Application Status
New
Application Created Date
7/11/2023, 9:18 AM
Application Due Date
10/20/2023
I. Application Information
II. Project Description
III. Project Location
IV. Budget/Costs
V. Environmental Review and Historic Preservation Compliance
VI. Attachments
VII. Submit
Withdraw Application
MyFlorida.com Contact Us Open Government FDEM Long Range Program Plan Employment
© 2023 FDEM | All rights reserved.

Application sections:

1. **Applicant Information**: Complete requested fields/information
   a. NOTE *Authorized Applicant Agent:* This is the individual who has signature authority for your entity to approve funds for this project. It will need to match the person signing the Original Application attachment later. Options: Checkbox: I am the authorized agent (Application Prepared By individual), OR Name, Title, Address information for someone OTHER than individual preparing (Figure I).

2. **Project Description**: Complete requested fields/information
   a. NOTE Some questions are multiple select with boxes marked "Available" and "Chosen." For the Available options you want, highlight and use the arrow to move it to the "Chosen" box (Figure J).

3. **Project Location(s)**: Complete requested fields/information
   a. NOTE To enter location data, or multiple locations, enter the location address or coordinates and enter the Title Holder. Click "Create Location Data" to add it to the application. It will appear in the list below it if you did it correctly. Continue this process for any additional locations (Figure K). A delete option is available if a location was entered incorrectly.

4. **Budget/Costs:** Complete requested fields/information
   a. NOTE Budget amounts must equal Funding Source Amounts. Percentage of each Funding Source is auto-calculated upon updating the table after amounts are entered (Figures L and M).
   b. Be sure to click the "Update" button located at the bottom of the Budget table and the Funding Sources table.

5. **Environmental Review and Historic Preservation Compliance**: Complete requested fields/information

6. **Attachments**: There are 10 total required documents that must be uploaded prior to submittal (9 in the Section VI and 1 at the time of submission). To attach the required document, select the appropriate document from the files drop down list, click "Upload" to attach the file from your local computer. After the upload is complete, the document file name will appear and the required document checkbox will be marked true (Figure N).
   a. NOTE Be aware that once a file is submitted, it cannot be retracted. If you accidentally upload the wrong document or need to update a file already submitted, just upload the new file with an updated file name denoting that it is the correct document.

7. **Submit:** Upon completion of all Application sections, click Submit. You will be asked to upload the final required document, which is an Original Signed Application. This document must be fully completed and signed by your Authorizing Agent. No additional signature is needed. Once uploaded you will be allowed to finalize the submission process.

Figure I

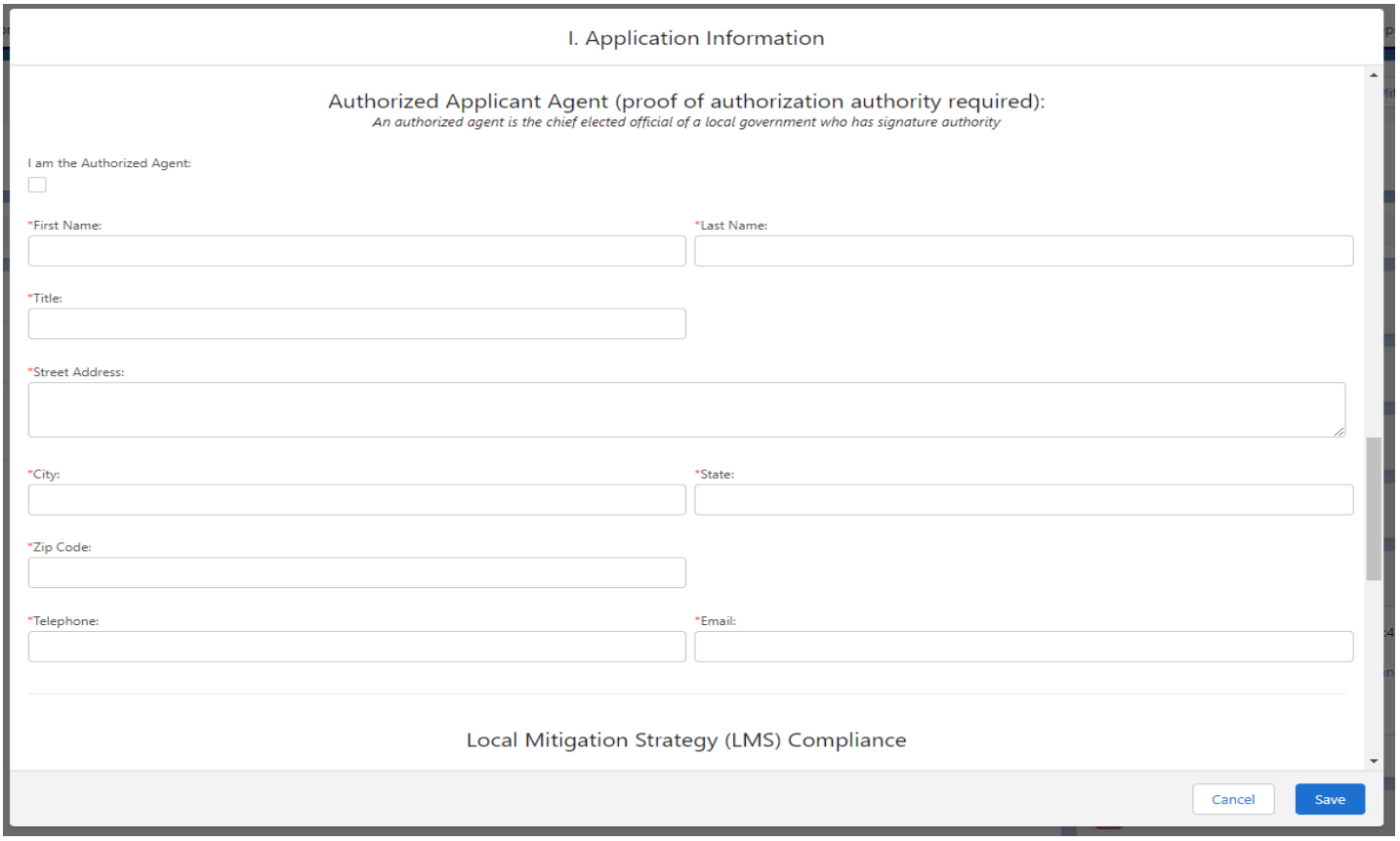


Figure J

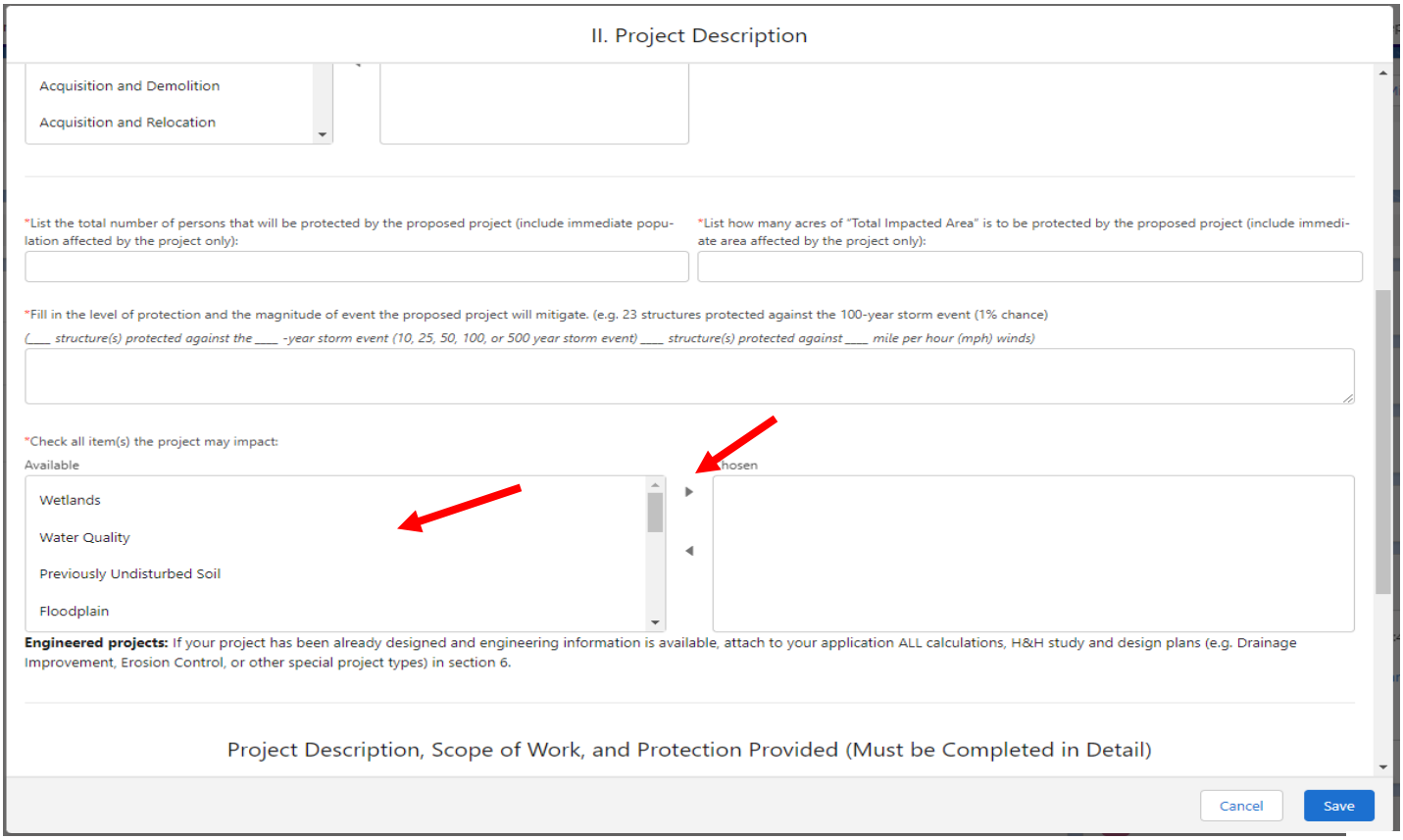


Figure K

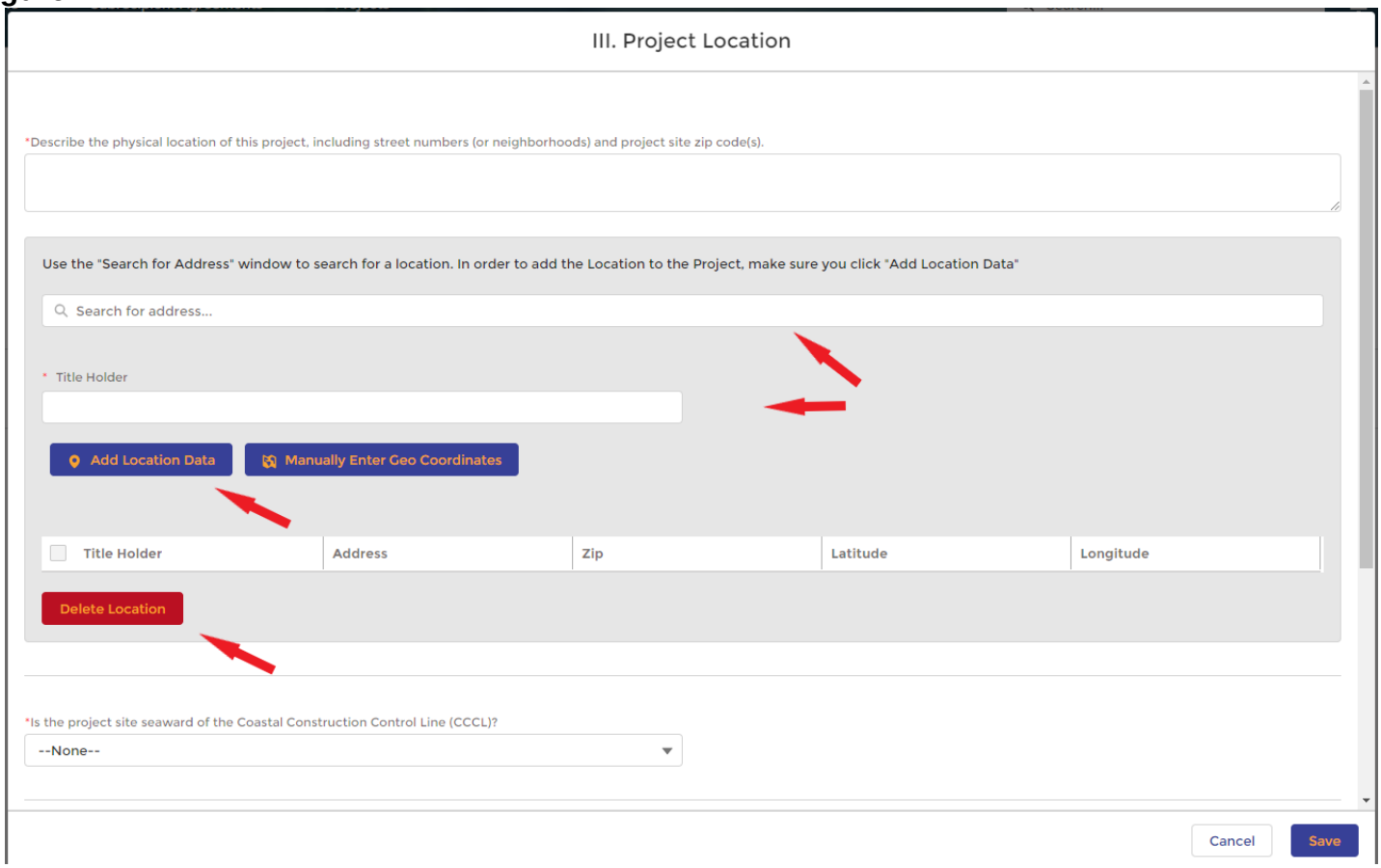


Figure L

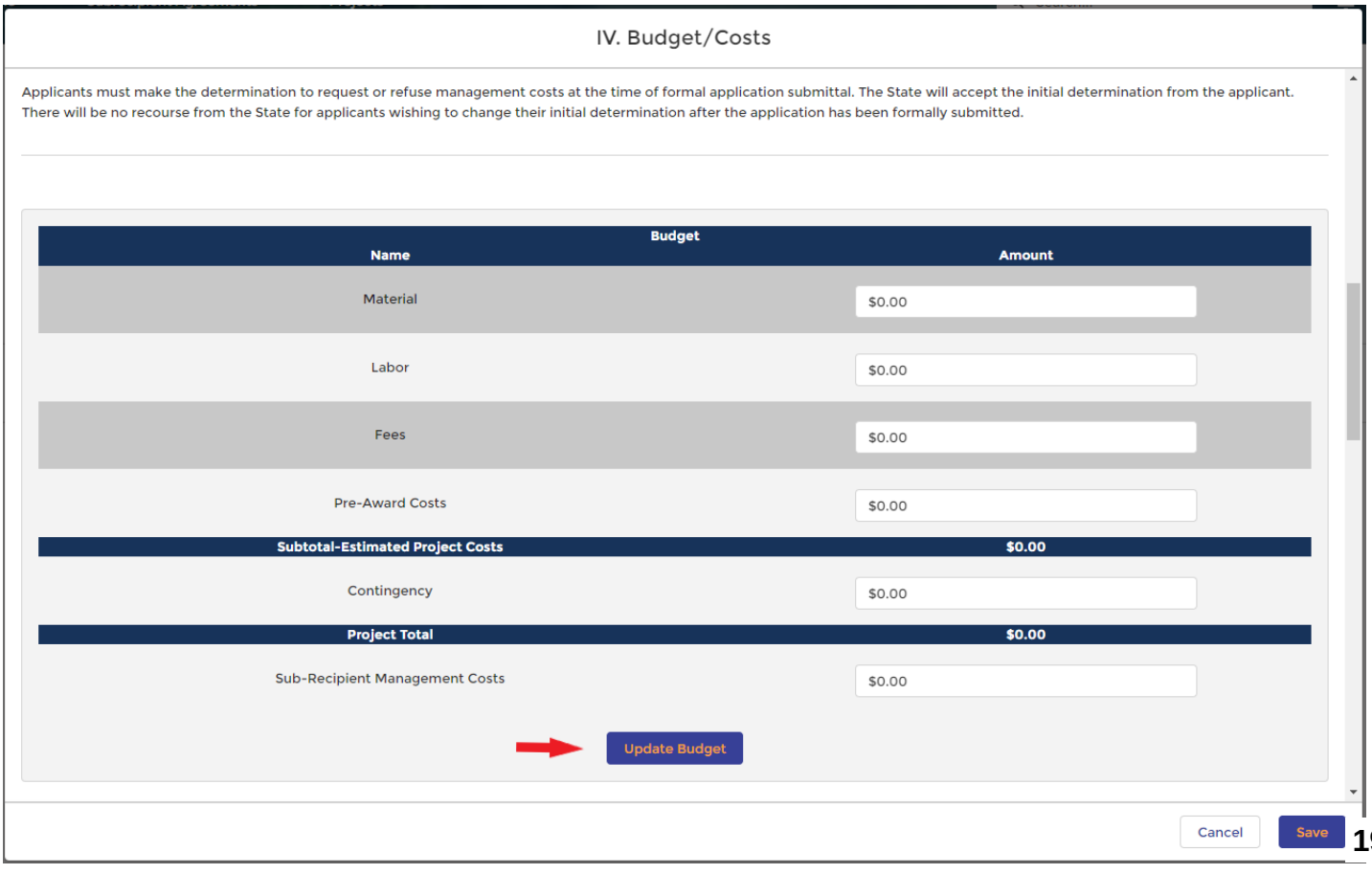


Figure M

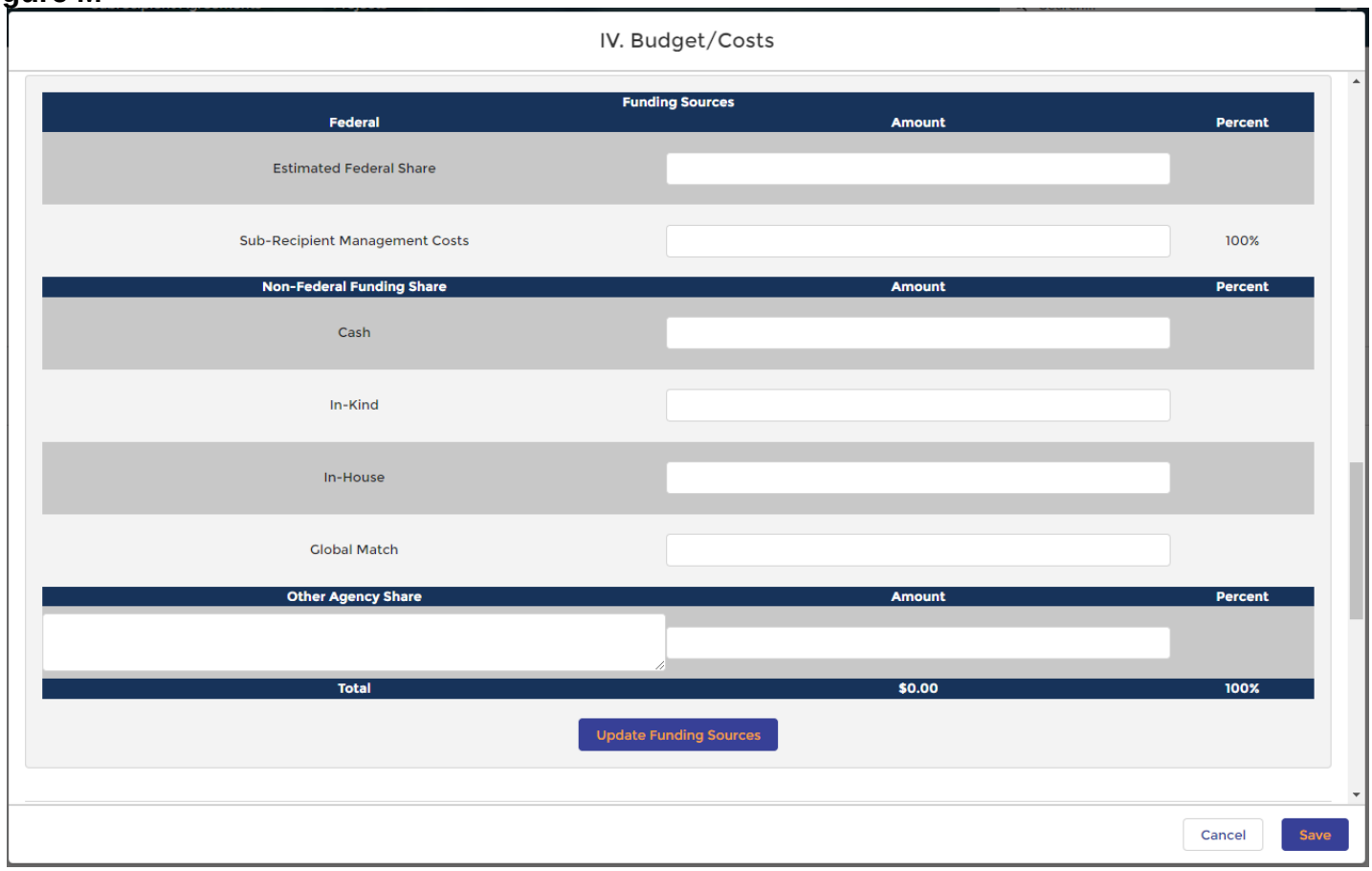
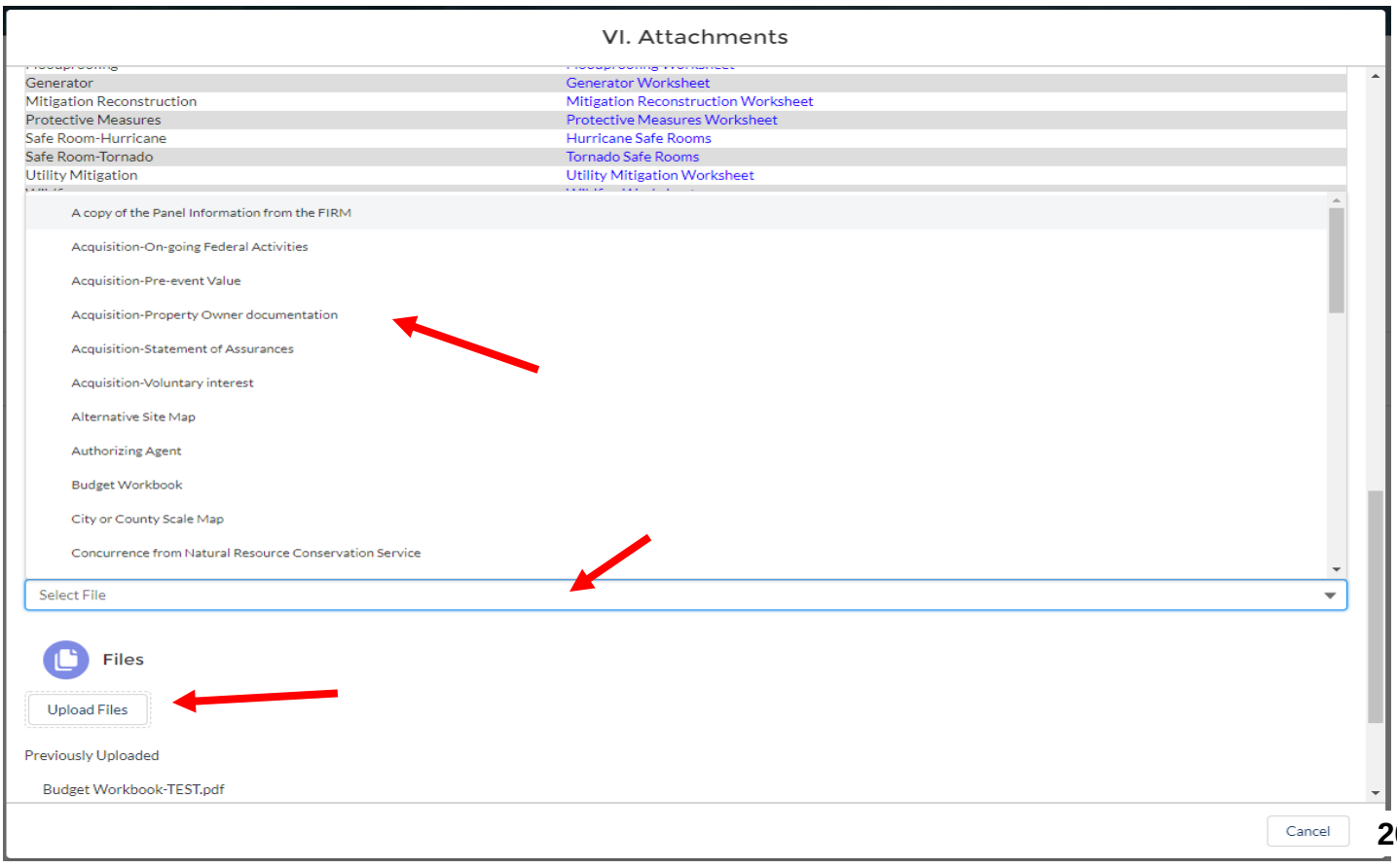


Figure N



COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F6
2023-2117

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a resolution of the Monroe County Board of County Commission nominating property for purchase by the Monroe County Comprehensive Plan Land Authority with a legal description of Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) with Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, FL, requesting that the Authority transfer title of land only (excluding 2 Rate Of Growth Ordinance (ROGO) Exemptions) to the County; committing to lease the Subject Property to Habitat for Humanity of the Upper Keys, Inc. for development with affordable housing; and authorizing the Mayor to sign a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:

The Land Authority is in the process of purchasing Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) with Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, Florida for the purposes of affordable housing redevelopment. On June 21, 2023, the Board of County Commissioners approved Resolution 224-2023 (attached), which awarded Habitat for Humanity of the Upper Keys, Inc. 10 affordable ROGO allocations for future affordable housing development. In June, 2023, Lindsay Fast, Executive Director of the Upper Keys Habitat for Humanity asked the Monroe County Land Authority to assist in securing land for affordable housing development.

The two lots at 15 and 17 Hibiscus Lane are under contract for purchase by the Monroe County Land Authority and are candidates for Upper Keys Habitat for Humanity for redevelopment as affordable housing.

Since Habitat has 10 affordable allocations, the Monroe County Land Authority will keep the 2 ROGO

Exemptions for future use at an alternate site. Habitat can use 2 of their 10 affordable ROGO allocations toward redevelopment of these two sites.

The Land Authority requires a Land Use Restriction Agreement (LURA) to assure the development on these sites remains affordable in perpetuity consistent with the Florida Statute governing Land Authority activities.

PREVIOUS RELEVANT BOCC ACTION:

June 21, 2023 BOCC approved Resolution 224-2023

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Proposed BOCC Resolution and LURA (LJ Gators)
BOCC Resolution 224-2023
Aerial Photograph
Habitat for Humanity Upper Keys Request Letter.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSION NOMINATING PROPERTY FOR PURCHASE BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY WITH A LEGAL DESCRIPTION OF BLOCK 2, LOTS 8 AND 9, HIBISCUS PARK (PB 3-166) WITH PARCEL ID#S 00507510-000000 AND 00507520-000000 COMMONLY KNOWN AS 15 AND 17 HIBISCUS LANE, TAVERNIER, FL, REQUESTING THAT THE AUTHORITY TRANSFER TITLE OF LAND ONLY (EXCLUDING 2 RATE OF GROWTH ORDINANCE (ROGO) EXEMPTIONS) TO THE COUNTY; COMMITTING TO LEASE THE SUBJECT PROPERTY TO HABITAT FOR HUMANITY OF THE UPPER KEYS, INC. FOR DEVELOPMENT WITH AFFORDABLE HOUSING; AND AUTHORIZING THE MAYOR TO SIGN A LAND USE RESTRICTION AGREEMENT (LURA).

_____

WHEREAS, Monroe County (hereinafter “County”) desires the Monroe County Comprehensive Plan Land Authority (hereinafter “Authority”) to purchase Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) with a Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, Florida, (hereinafter “Subject Property”) for affordable housing; and

WHEREAS, purchase of the Subject Property for affordable housing is consistent with the policies of the County’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owner has agreed to sell the Subject Property with two (2) Rate of Growth Ordinance (ROGO) exemptions to the Authority; and

WHEREAS, the Authority wishes to assist the County in acquiring the Subject Property for affordable housing; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc. reserved 10 affordable housing units from the County under Resolution 224-2023 for use in developing Upper Keys sites with affordable housing, which eliminates the need for the existing 2 Rate of Growth Ordinance (ROGO) Exemptions on the site; and

WHEREAS, the existing 2 Rate of Growth Ordinance (ROGO) Exemptions are not needed to develop the Subject Property and therefore, the Authority will keep the 2 Rate of Growth Ordinance (ROGO) Exemptions for future use on other sites;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

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

Section 2. The County hereby nominates the Subject Property for purchase by the Authority.

Section 3. Upon the Authority's purchase of the subject property, the County hereby requests that the Authority transfer title of the land without the existing 2 ROGO Exemptions to the County.

Section 4. The County hereby commits to lease the Subject Property to Habitat for Humanity of the Upper Keys, Inc. for development with affordable housing.

Section 5. The County Mayor is hereby authorized to execute the Land Use Restriction Agreement (LURA) shown in Attachment "A" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666 (3)(a), Florida Statutes.

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

PASSED AND ADOPTED by the Monroe County Board of County Commission at a regular meeting on this _____ day of _____, 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Holly Merrill Raschein

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

_____
Approved as to form and legal sufficiency
Nathalia Mellies Archer, Assistant County Attorney

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

LAND USE RESTRICTION AGREEMENT

Two Lots in Hibiscus Park Subdivision
15 and 17 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507510-000000 and 00507520-000000

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2024, between MONROE COUNTY (hereinafter "County" and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. The site is legally described as Block 2, Lots 8 and 9, Hibiscus Park Subdivision as recorded in Plat Book 3, Page 166 of the Public Records of Monroe County, Florida (hereinafter "Subject Property"). The Subject Property has street addresses of 15 and 17 Hibiscus Lane in Key Largo, Florida and Parcel ID#s 00507510-000000 and 00507520-000000

B. The County has adopted Resolution **XX-XXXX** nominating the Subject Property for purchase by the Land Authority, with subsequent conveyance to the County for affordable housing.

C. The Land Authority has adopted Resolution **XX-XXXX** authorizing purchase of the Subject Property.

D. As a condition of Land Authority purchasing the Subject Property, County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666 (3)(a) for affordable housing and shall be leased to Habitat for Humanity of the Upper Keys, Inc.

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

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

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

1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon County.

1.02 Use of the Subject Property shall be restricted to affordable housing consistent with Section 380.0666, Florida Statute which requires family income to be less than 160% of area median income.

1.03 County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II
CONSIDERATION

The Land Authority has paid over $530,000 to purchase the Subject Property for the County and as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, County and Land Authority have entered into this Agreement.

ARTICLE III
RELIANCE

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

ARTICLE IV
TERM

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

ARTICLE V
ENFORCEMENT

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

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

County: Monroe County
1100 Simonton St
Key West, FL 33040
Attention: County Administrator

Monroe County Office of County Attorney
1111 12th Street
Suite 408
Key West, FL 33040
Attention: County Attorney

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

ARTICLE IX
MISCELLANEOUS

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

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

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

Two Lots in Hibiscus Park Subdivision
15 and 17 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507510-000000 and 00507520-000000

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

WITNESSES:

Monroe County

_____
Print:_____

By:_____
Mayor Holly Raschein

_____
Print:_____

Address: 1100 Simonton Street
Key West, Florida 33040

Approved as to form and legality

_____
Nathalia Archer, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20__ by Holly Raschein as Mayor of Monroe County. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT
Two Lots in Hibiscus Park Subdivision
15 and 17 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507510-000000 and 00507520-000000

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

WITNESSES:

_____

Print:_____

_____

Print:_____

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

By:_____
David P. Rice, Chairman

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

Approved as to form and legality

[SEAL]

_____
Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

RESOLUTION NO. 224 - 2023

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE RESERVATION OF TEN LOW INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTIES TO BE DETERMINED WITHIN UNINCORPORATED MONROE COUNTY, AS REQUESTED BY HABITAT FOR HUMANITY OF THE UPPER KEYS, INC., UNTIL JUNE 21, 2027, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, Section 138-24(b)(2) of the Monroe County Land Development Code allows the BOCC to authorize reservations for "the county housing authority, nonprofit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies"; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., is proposing to develop ten affordable-employee housing units; and

WHEREAS, the reservation of affordable housing allocation for the anticipated units does not exempt the units from applicable requirements for the Monroe County Comprehensive Plan and Code(s), the Florida Building Code, floodplain management regulations, and other like requirements; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the units; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain permits for the affordable-employee housing dwelling units by June 21, 2027, but if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation will revert to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The Monroe County Planning Department shall reserve ten (10) low income category affordable ROGO allocations, for Habitat for Humanity of the Upper Keys, Inc. ("Developer"), for development of affordable-employee housing dwelling units on sites to be determined within unincorporated Monroe County, until June 21, 2027.

Section 3. The developer must obtain the building permits for the ten affordable housing units on or before June 21, 2027.

Section 4. The developer shall comply with all provisions of the Monroe County Code(s), Monroe County Comprehensive Plan, Florida Building Code, and shall comply with all applicable floodplain management regulations, and any other oversight agencies and their respective regulatory requirements.

Section 5. The Planning and Environmental Resources Department and Building Department staffs are hereby authorized to expeditiously process permit related applications for the above referenced project when received.

Section 6. Construction and Interpretation. The construction and interpretation of this resolution and all Monroe County Comprehensive Plan provision(s), Florida Building Code, Florida Statutes, and Monroe County Code(s) provision(s) whose interpretation arises out of, relates to, or is interpreted in connection with this resolution shall be liberally construed and enforced in favor of Monroe County to effectuate its public purpose(s) and policy(ies) of the County, and shall be deferred in favor of the BOCC and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, bankruptcy, and on appeal.

Section 7. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 8. Severability. If any provision of this resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

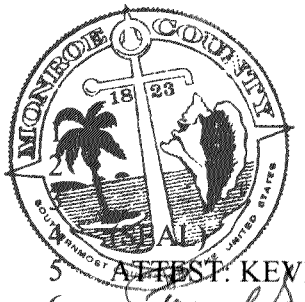
PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 21st day of June, 2023.

Mayor Craig Cates	Absent
Mayor Pro Tem Holly Merrill Raschein	Yes
Commissioner Michelle Lincoln	Yes
Commissioner James Scholl	Yes
Commissioner David Rice	Absent

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY: _____

Mayor Pro Tem



ATTEST: KEVIN MADOK, CLERK

AS DEPUTY CLERK

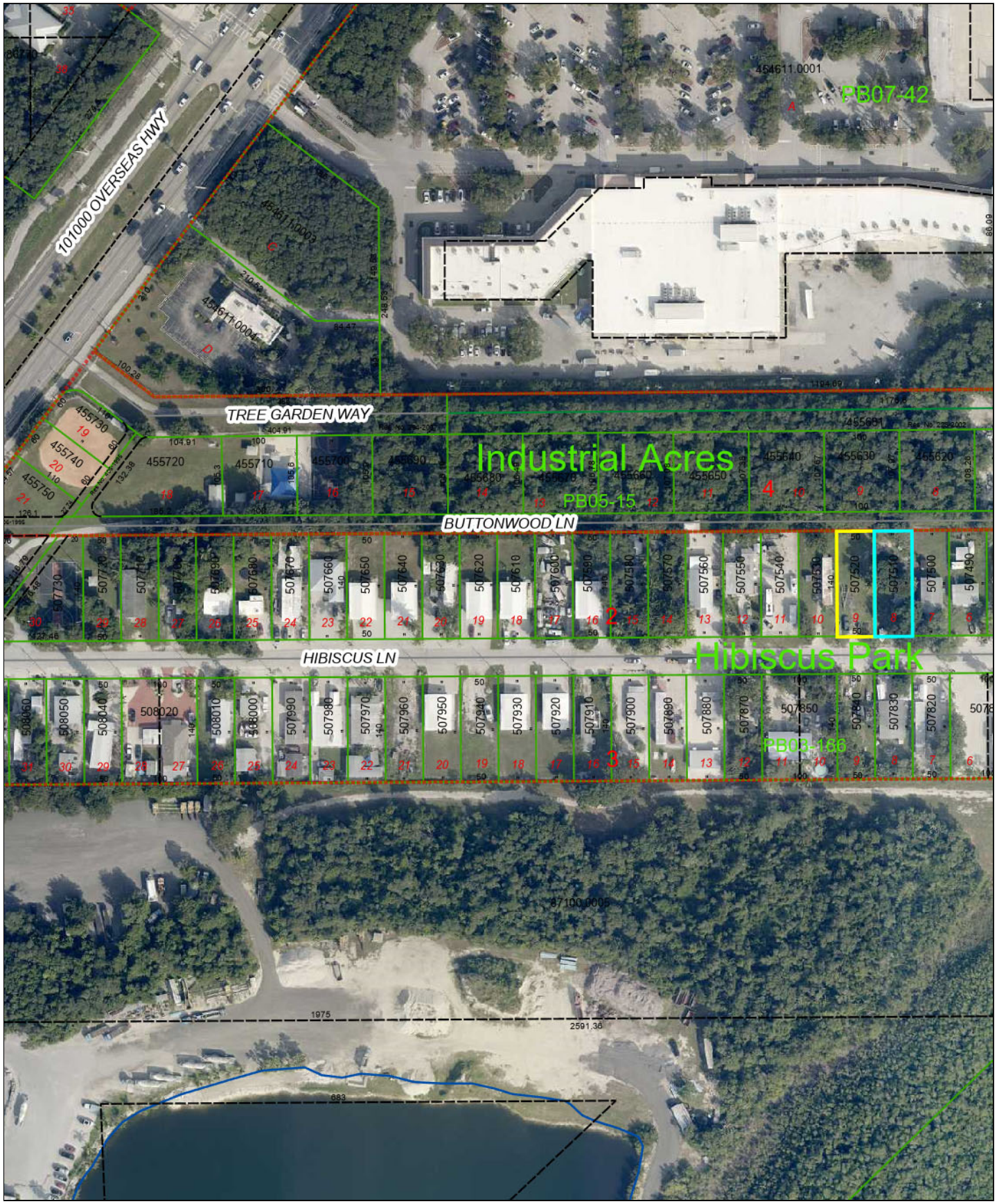
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 6/6/23

FILED FOR RECORD
2023 JUN 30 AM 10: 54
CLK CIR CT
MONROE COUNTY, FLA

Block 2, Lots 8 and 9, Hibiscus Park

Key Largo



2014

Habitat for Humanity of the Upper Keys, Inc.

Building houses in partnership with God's people in need

Monroe County Land Authority,
Attn: Christine Hurley
1100 Simonton Street,
Key West, FL 33040

February 5, 2024

Dear Ms Hurley,
Habitat for Humanity of the Upper Keys (HfHUK) wanted to express its interest in leasing the following 3 sites for the purpose of building affordable housing:

- 15 Hibiscus Lane in Key Largo, RE:00507510-000000
- 17 Hibiscus Lane in Key Largo, RE: 00507520-000000
- 159 Florida Avenue in Key Largo, RE: 00479430-000000

At the first two requested sites (15 & 17 Hibiscus Lane), Habitat proposes our standard single-family home design on each. These are 3-bedroom, 2-bathroom approximately 1,100 square foot stilted homes.

For the 3rd listed location on Florida Avenue, HfHUK would like to explore the option of 6 attached multi-family dwelling units. However, we will need to work with the Monroe County Planner, as well as an architect, to finalize our proposal and approach to this parcel.

These 3 properties would offer another potential 8 units of critically needed affordable housing in Monroe County. In addition, it's important to note that Habitat Upper Keys constructs with accessibility, durability and sustainability standards, including EnergyStar, Indoor airPLUS and WaterSense requirements, plus we attempt to utilize local contractors when feasible.

We look forward to partnering with the County on these 3 projects. Feel free to let me know if you have any questions or need anything further from myself or my Board of Directors.

Regards,

Lindsay Fast
Executive Director

HABITAT FOR HUMANITY OF THE UPPER KEYS INC. IS A 501-C (3) NON-PROFIT ORGANIZATION.

OUR TAX ID NUMBER IS 65-0169353. OUR STATE REGISTRATION NUMBER IS CH17219. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE (800)435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

(305)453-0050 * P.O. Box 2151, Key Largo, FL 33037 * info@habitatupperkeys.org

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F7
2023-2118

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a resolution of the Monroe County Board of County Commission nominating property for purchase by the Monroe County Comprehensive Plan Land Authority with a legal description of Lots 22 and 23, Burtons Addition to Tavernier (PB 2-82) with Parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, FL, requesting that the Authority transfer title of land only (excluding 6 Rate Of Growth Ordinance (ROGO) Exemptions) to the County; committing to lease the Subject Property to Habitat for Humanity of the Upper Keys, Inc. for development with affordable housing; and authorizing the Mayor to sign a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:

The Land Authority is in the process of purchasing Lots 22 and 23, Burton's Addition to Tavernier (PB 2-82) with Parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, Florida for the purposes of affordable housing redevelopment. On June 21, 2023, the Board of County Commissioners approved Resolution 224-2023 (attached), which awarded Habitat for Humanity of the Upper Keys, Inc. 10 affordable ROGO allocations for future affordable housing development. In June, 2023, Lindsay Fast, Executive Director of the Upper Keys Habitat for Humanity asked the Monroe County Land Authority to assist in securing land for affordable housing development.

The two lots at 159 Florida Avenue are under contract for purchase by the Monroe County Land Authority and are candidates for Upper Keys Habitat for Humanity for redevelopment as affordable housing.

Since Habitat has 10 affordable allocations, the Monroe County Land Authority will keep the 6 ROGO Exemptions for future use at an alternate site. Habitat can use 6 of their 10 affordable ROGO allocations toward redevelopment of these two sites.

The Land Authority requires a Land Use Restriction Agreement (LURA) to assure the development on

these sites remains affordable in perpetuity consistent with the Florida Statute governing Land Authority activities.

PREVIOUS RELEVANT BOCC ACTION:

June 21, 2023 BOCC approved Resolution 224-2023

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Proposed BOCC Resolution and LURA (GillenHogan)
BOCC Resolution 224-2023
Aerial Photograph.pdf
Habitat for Humanity Upper Keys Request Letter.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSION NOMINATING PROPERTY FOR PURCHASE BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY WITH A LEGAL DESCRIPTION OF LOTS 22 AND 23, BURTON'S ADDITION TO TAVERNIER (PB 2-82) WITH PARCEL ID#00479430-000000 COMMONLY KNOWN AS 159 FLORIDA AVENUE, TAVERNIER, FL, REQUESTING THAT THE AUTHORITY TRANSFER TITLE OF LAND ONLY (EXCLUDING 6 RATE OF GROWTH ORDINANCE (ROGO) EXEMPTIONS) TO THE COUNTY; COMMITTING TO LEASE THE SUBJECT PROPERTY TO HABITAT FOR HUMANITY OF THE UPPER KEYS, INC. FOR DEVELOPMENT WITH AFFORDABLE HOUSING; AND AUTHORIZING THE MAYOR TO SIGN A LAND USE RESTRICTION AGREEMENT (LURA).

_____

WHEREAS, Monroe County (hereinafter "County") desires the Monroe County Comprehensive Plan Land Authority (hereinafter "Authority") to purchase Lots 22 and 23, Burton's Addition to Tavernier (PB 2-82) with Parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, Florida, (hereinafter "Subject Property") for affordable housing; and

WHEREAS, purchase of the Subject Property for affordable housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owner has agreed to sell the Subject Property with six (6) Rate of Growth Ordinance (ROGO) exemptions to the Authority; and

WHEREAS, the Authority wishes to assist the County in acquiring the Subject Property for affordable housing; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc. reserved 10 affordable housing units from the County under Resolution 224-2023 for use in developing Upper Keys sites with affordable housing, which eliminates the need for the existing 6 Rate of Growth Ordinance (ROGO) Exemptions on the site; and

WHEREAS, the existing 6 Rate of Growth Ordinance (ROGO) Exemptions are not needed to develop the Subject Property and therefore, the Authority will keep the 6 Rate of Growth Ordinance (ROGO) Exemptions for future use on other sites; and

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS THAT:

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

Section 2. The County hereby nominates the Subject Property for purchase by the Authority.

Section 3. Upon the Authority's purchase of the subject property, the County hereby requests that the Authority transfer title of the land without the existing 6 ROGO Exemptions to the County.

Section 4. The County hereby commits to lease the Subject Property to Habitat for Humanity of the Upper Keys, Inc. for development with affordable housing.

Section 5. The County Mayor is hereby authorized to execute the Land Use Restriction Agreement (LURA) shown in Attachment "A" restricting use of the Subject Property to affordable housing in accordance with Section 380.0666 (3)(a), Florida Statutes.

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

PASSED AND ADOPTED by the Monroe County Board of County Commission at a regular meeting on this _____ day of _____, 2024.

Mayor Holly Merril Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Holly Merrill Raschein

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

_____
Approved as to form and legal sufficiency
Nathalia Mellies Archer, Assistant County Attorney

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

LAND USE RESTRICTION AGREEMENT

Two Lots in Burton's Addition to Tavernier Subdivision
159 Florida Avenue, Bayside of Tavernier on Key Largo near MM92
Legal: Lots 22 and 23, Burtons Addition to Tavernier (PB2-82)
Parcel ID#: 00479430-000000

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2024, between MONROE COUNTY (hereinafter "County" and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. The site is legally described as Lots 22 and 23, Burton's Addition to Tavernier as recorded in Plat Book 2, Page 82 of the Public Records of Monroe County, Florida (hereinafter "Subject Property"). The Subject Property has street addresses of 159 Florida Avenue, Tavernier, Florida and Parcel ID#: 00479430-000000

B. The County has adopted Resolution **XX-XXXX** nominating the Subject Property for purchase by the Land Authority, with subsequent conveyance to the County for affordable housing.

C. The Land Authority has adopted Resolution **XX-XXXX** authorizing purchase of the Subject Property.

D. As a condition of Land Authority purchasing the Subject Property, County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666 (3)(a) for affordable housing and shall be leased to Habitat for Humanity of the Upper Keys, Inc.

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

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

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

1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon County.

1.02 Use of the Subject Property shall be restricted to affordable housing consistent with Section 380.0666, Florida Statute which requires family income to be less than 160% of area median income.

1.03 County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II
CONSIDERATION

The Land Authority has paid over $530,000 to purchase the Subject Property for the County and as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, County and Land Authority have entered into this Agreement.

ARTICLE III
RELIANCE

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

ARTICLE IV
TERM

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

ARTICLE V
ENFORCEMENT

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

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

County: Monroe County
1100 Simonton St
Key West, FL 33040
Attention: County Administrator

Monroe County Office of County Attorney
1111 12th Street
Suite 408
Key West, FL 33040
Attention: County Attorney

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

ARTICLE IX
MISCELLANEOUS

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

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

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

Two Lots in Burton's Addition to Tavernier Subdivision
159 Florida Avenue, Bayside of Tavernier on Key Largo near MM92
Legal: Lots 22 and 23, Burtons Addition to Tavernier (PB2-82)
Parcel ID#: 00479430-000000

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

WITNESSES:

Monroe County

_____
Print:_____

By:_____
Mayor Holly Raschein

_____
Print:_____

Address: 1100 Simonton Street
Key West, Florida 33040

Approved as to form and legality

_____
Nathalia Archer, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20__ by Holly Raschein as Mayor of Monroe County. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

Two Lots in Burton's Addition to Tavernier Subdivision
159 Florida Avenue, Bayside of Tavernier on Key Largo near MM92
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WITNESSES:

_____
Print:_____

_____
Print:_____

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

By:_____
David P. Rice, Chairman

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

Approved as to form and legality

[SEAL]

_____
Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

RESOLUTION NO. 224 - 2023

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE RESERVATION OF TEN LOW INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTIES TO BE DETERMINED WITHIN UNINCORPORATED MONROE COUNTY, AS REQUESTED BY HABITAT FOR HUMANITY OF THE UPPER KEYS, INC., UNTIL JUNE 21, 2027, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

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WHEREAS, Section 138-24(b)(2) of the Monroe County Land Development Code allows the BOCC to authorize reservations for "the county housing authority, nonprofit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies"; and

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WHEREAS, the reservation of affordable housing allocation for the anticipated units does not exempt the units from applicable requirements for the Monroe County Comprehensive Plan and Code(s), the Florida Building Code, floodplain management regulations, and other like requirements; and

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The Monroe County Planning Department shall reserve ten (10) low income category affordable ROGO allocations, for Habitat for Humanity of the Upper Keys, Inc. ("Developer"), for development of affordable-employee housing dwelling units on sites to be determined within unincorporated Monroe County, until June 21, 2027.

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Section 7. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 8. Severability. If any provision of this resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

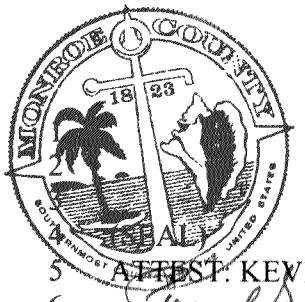
PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 21st day of June, 2023.

Mayor Craig Cates	Absent
Mayor Pro Tem Holly Merrill Raschein	Yes
Commissioner Michelle Lincoln	Yes
Commissioner James Scholl	Yes
Commissioner David Rice	Absent

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY: _____

Mayor Pro Tem



ATTEST: KEVIN MADOK, CLERK

AS DEPUTY CLERK

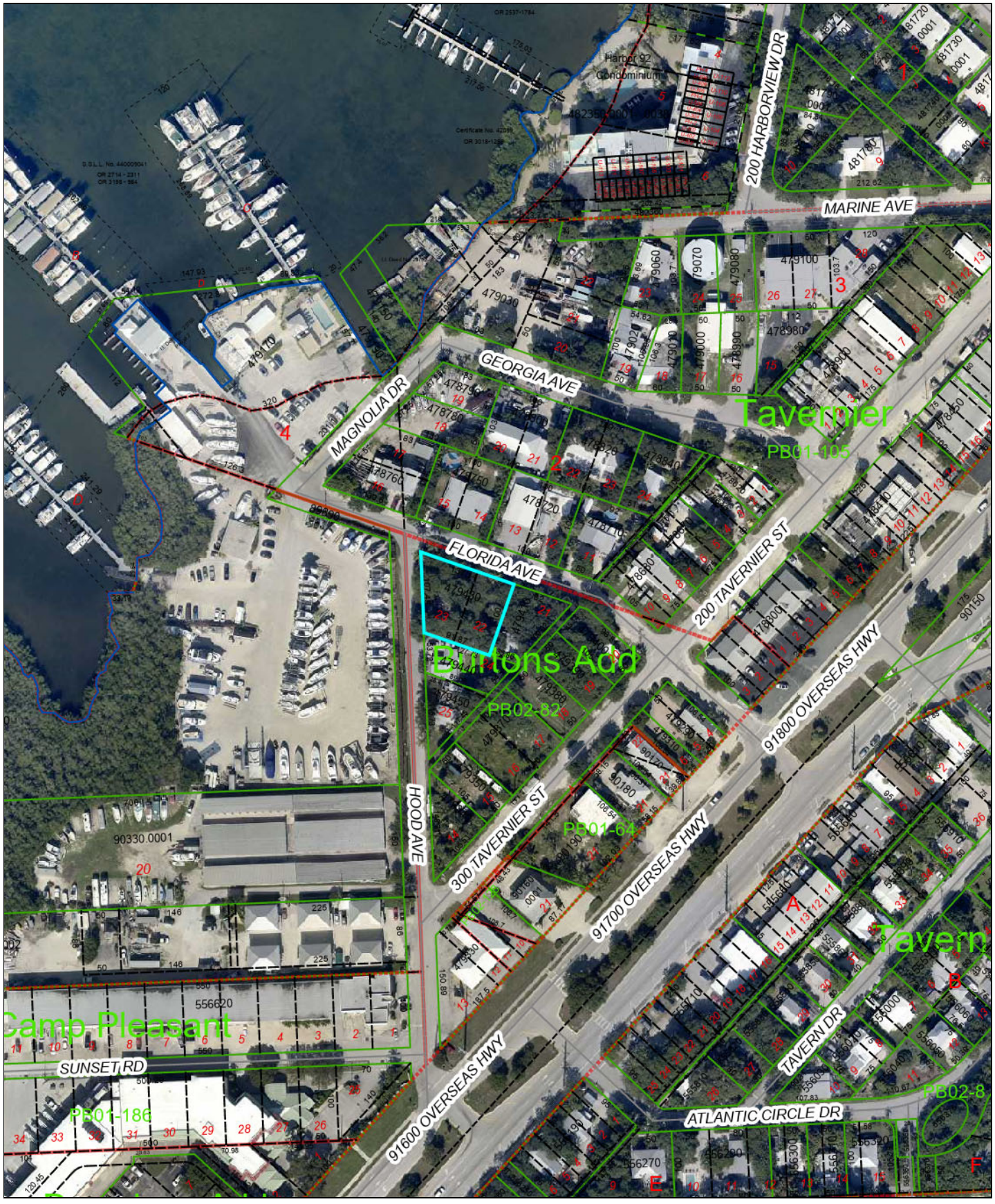
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 6/6/23

FILED FOR RECORD
2023 JUN 30 AM 10:54
CLK CIR CT
MONROE COUNTY, FLA

Lots 22 and 23, Burton's Addition to Tavernier

Key Largo



Habitat for Humanity of the Upper Keys, Inc.

Building houses in partnership with God's people in need

Monroe County Land Authority,
Attn: Christine Hurley
1100 Simonton Street,
Key West, FL 33040

February 5, 2024

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These 3 properties would offer another potential 8 units of critically needed affordable housing in Monroe County. In addition, it's important to note that Habitat Upper Keys constructs with accessibility, durability and sustainability standards, including EnergyStar, Indoor airPLUS and WaterSense requirements, plus we attempt to utilize local contractors when feasible.

We look forward to partnering with the County on these 3 projects. Feel free to let me know if you have any questions or need anything further from myself or my Board of Directors.

Regards,

Lindsay Fast
Executive Director

HABITAT FOR HUMANITY OF THE UPPER KEYS INC. IS A 501-C (3) NON-PROFIT ORGANIZATION.

OUR TAX ID NUMBER IS 65-0169353. OUR STATE REGISTRATION NUMBER IS CH17219. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE (800)435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

(305)453-0050 * P.O. Box 2151, Key Largo, FL 33037 * info@habitatupperkeys.org

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F8
2023-2121

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
NA

STAFF CONTACT: Beth Bergh

AGENDA ITEM WORDING: Approval of Amendment No. 17 to State Lands Management Lease No. 4549 between Monroe County and the State of Florida for the Management of Certain State-owned Conservation Lands.

ITEM BACKGROUND:
In 2005, at Monroe County's request, the State of Florida ("State") expanded the Florida Forever land acquisition project to include most Tier 1 lands. As required by the State's boundary amendment process, Monroe County committed to serve as the land manager for those lands where no state or federal manager was available. In 2007, the County entered into a land management lease (Lease No. 4549) with the State for the initial group of parcels purchased by the State pursuant to the boundary amendment. Since 2007, the County has approved Amendment Nos. 1 - 16 to the Lease to include additional parcels purchased by the State. The proposed amendment (Amendment No. 17) adds additional State-owned parcels to the existing management lease. Funding for any potential land management activities (invasive exotic plant removal, trash cleanup, etc.) will come from State exotic plant removal funding and County permitting fees paid into the Environmental Land Management and Restoration Fund.

PREVIOUS RELEVANT BOCC ACTION:
October 17, 2007 – Approval of lease agreement (Lease No. 4549) between Monroe County and the State of Florida for the management of certain State-owned conservation lands in the "Florida Keys Ecosystem" and "Coupon Bight" Florida Forever Projects
March 2009 – Approval of Amendment No. 1 to Lease No. 4549 for the management of certain State-owned conservation lands
April 2018 – Approval of Amendment No. 2 to Lease No. 4549
April 2019 – Approval of Amendment Nos. 3 and 4 to Lease No. 4549
December 2019 – Approval of Amendment Nos. 5 and 6 to Lease No. 4549
May 2020 – Approval of Amendment Nos. 7 and 8 to Lease No. 4549
December 2021 – Approval of Amendment Nos. 9 & 10 to Lease No. 4549

February 2022 – Approval of Amendment Nos. 11 & 12 to Lease No. 4549
November 2022 - Approval of Amendment No. 13 to Lease No. 4549
July 2023 - Approval of Amendment Nos. 14 and 15 to Lease No. 4549
December 2023 - Approval of Amendment No. 16 to Lease No. 4549

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Amendment No. 17 will add additional State-owned conservation lands to the County's State Lands Management Lease (Lease No. 4549).

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Lease4549-executed.PDF
Amendment_17_to_Lease_4549_partially_executed.pdf

FINANCIAL IMPACT:
NA

Monroe County Finance Department's Original

OAL2

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

LEASE AGREEMENT

FLORIDA KEYS ECOSYSTEM

Lease No.4549

THIS LEASE AGREEMENT, made and entered into this 14th day of NOVEMBER 2007, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and MONROE COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease contains 32.31 acres, is situated in the County of Monroe, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".

3. TERM: The term of this lease shall be for a period of 50 years commencing on NOVEMBER 14, 2007 and ending on NOVEMBER 13, 2057 unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Section 253.034. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall

identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $100,000 per person and $200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida

and LESSEE as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Monroe County Growth Management Director
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Monroe County Administrator
1100 Simonton Street
Key West, Florida 33040

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge

any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other

violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the division.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of

any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease, reasonable wear and tear excepted; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.

37 GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SIGNS: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.

39. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

40. ADMINISTRATIVE FEE: LESSEE shall pay TRUSTEES an annual administrative fee of $300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from

the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Gloria C. Barber (SEAL)
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Dave Fennell
Witness
DAVE FENNELL
Print/Type Witness Name

Alicia Ruffin
Witness
Alicia Ruffin
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of November 2007, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Alexandra Alexandre
Print/Type Notary Name

Commission Number:

Commission Expires:

ALEXANDRA ALEXANDRE
Commission DD 637056
Expires February 6, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Approved as to Form and Legality
By: _____
DEP Attorney

MONROE COUNTY, FLORIDA,
By its Board of County Commissioners

By: _____

Witness

Mario DiGennaro
Print/Type Name

Witness

Title: Mayor

Print/Type Name

(OFFICIAL SEAL)

DANNY L. KOLHAGE, Clerk of the Court
ATTEST: _____
10/17/07

Ex-Officio Clerk of
the Board of County
Commissioners of Monroe
County, Florida

"LESSEE"

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 8 day of November 2007, by Mario DiGennaro, as Mayor, respectively on behalf of the Board of County Commissioners of Monroe County, Florida. ~~They are~~ He is personally known to me or who have produced _____ as identification.

_____
Notary Public, State of Florida
Tamara Lundstrom
Type Notary Name

TAMARA LUNDSTROM
Notary Public - State of Florida
My Commission Expires Jul 4, 2009
Commission # DD 446042
Bonded By National Notary Assn.

Commission Number:

Commission Expires:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date Oct 4, 2007

EXHIBIT "A"

PARCEL 14095 BK 2201 / 2145

LOT 5, SQUARE 57, SANDS SUBDIVISION, BIG PINE KEY, AS RECORDED IN PLAT BOOK 1, AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
CAIRNS/PARCEL 14095

AND PARCEL 13485 BK 2231 / 1474

LOT 3, BLOCK 12, EDEN PINES COLONY, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 158, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/EDEN PINES COLONY
CARTWRIGHT/PARCEL 13485

AND PARCEL 12376 BK 2226 / 1746

A PARCEL OF LAND IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 AND THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1, BEAR NORTH ALONG SAID WEST LINE, 340 FEET; THENCE BEAR EAST 130 FEET, THENCE NORTH 65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60 FEET; THENCE EAST 130 FEET; THENCE SOUTH 60 FEET; THENCE WEST 130 FEET, BACK TO THE POINT OF BEGINNING.

Coupon Bight/Key Deer
Chiarolanzio / Parcel #12376

AND PARCEL 13549 AND 13550 BK 2226 / 1750

LOTS 18 AND 19, BLOCK 16, EDEN PINES COLONY, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 58, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/EDEN PINES COLONY
DEZSI/PARCEL 13549 & 13550

AND PARCELS 14083 AND 14084 BK 2201 / 2107 AND BK 2201 / 2142

LOTS 6 AND 7, SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 65, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
EVANS/PARCELS14083 & 14084

BSM _____
DATE 5-15-07

AND PARCELS 13942 AND 13943 BK 2202 / 1469

LOTS 6 AND 7 OF SQUARE 26, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
FALCON/PARCELS 13942 & 13943

AND PARCEL 14085 BK 2207 / 1988

LOT 8 OF SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
FAZZINO/PARCEL 14085

AND PARCELS 13963 AND 13964 BK 2213 / 2444

LOTS 7 AND 8 OF SQUARE 31, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
GINGRAS/PARCELS 13963 & 13964

AND PARCELS 13451 AND 13453 BK 2226 / 1773

ON THE ISLAND OF BIG PINE KEY, BEING A PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST. BETTER DESCRIBED IN ROGER LOWE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NE 1/4 SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST, RECORDED MARCH 12TH, 1925, IN PLAT BOOK 1, PAGE 102, MONROE COUNTY, FLORIDA RECORDS, AS LOT 21, HAVING A FRONT OF 60 FEET ON A 15 FOOT RESERVED FOR STREET AND A DEPTH OF 85 FEET.

ALSO:

ON THE ISLAND OF BIG PINE KEY, BEING A PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS LOT 23 OF ROGER LOWE'S SUBDIVISION OF SAID EAST 1/2 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, MONROE COUNTY, FLORIDA, IN BOOK OF PLATS NO. 1 AT PAGE 102.

COUPON BIGHT/KEY DEER/ROGER LOWE'S SUBDIVISION
HERNANDEZ/PARCELS 13451 & 13453

BSM: _____
DATE: 5-15-07

AND PARCEL 13945 BK 2202 / 1533

LOT 13 OF SQUARE 26, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
HOUSTON/PARCEL 13945

AND PARCELS 13604 THROUGH 13608 BK 2219 / 1344

LOTS 1 THROUGH 5, SQUARE 5, SOUTHERN PINES, BIG PINE KEY, RECORDED IN PLAT BOOK 1, PAGE 112, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SOUTHERN PINES
INNIS/PARCELS 13604-13608

AND PARCELS 13621 THROUGH 13624 BK 2223 / 1820

LOTS 1 THROUGH 4, SQUARE 8, SOUTHERN PINES, BIG PINE KEY, RECORDED IN PLAT BOOK 1, PAGE 112, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SOUTHERN PINES
KNOWLES/PARCELS 13621-13624

AND PARCEL 14081 BK 2201 / 2078

LOT 4 OF SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
KORNEY/PARCEL 14081

AND PARCELS 14082 AND 14089 BK 2205 / 79

LOTS 5 AND 12 OF SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
KOVACH/PARCELS 14082 & 10489,

AND PARCEL 14055 BK 2205 / 191

BLOCK 53, LOT 10, SANDS SUBDIVISION, PLAT BOOK 1, PAGE 65, IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
PARKER/PARCEL 14055

BSM: _____
DATE: 5-15-07

AND PARCEL 13448 BK 2226 / 1756

LOT 14, ROGER LOWE'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/ROGER LOWE'S SUBDIVISION
QUARANTA /PARCEL 13448

AND PARCEL 13530 BK 2207 / 1991
LOT 10, BLOCK 15, EDEN PINES COLONY, PLAT BOOK 4, PAGE 158, BIG PINE KEY, MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/EDEN PINES COLONY
RISPOLI /PARCEL 13530

AND PARCEL 13904 BK 2215 / 2025

LOT 7 OF SQUARE 21, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
SANDS/PARCEL 13904

AND PARCEL 14028 AND 14031 BK 2205 / 280

LOTS 15 AND 16 OF SQUARE 47, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
Scott/Parcels 14028 & 14031

AND PARCEL 13647 BK 2205 / 44

ON THE ISLAND OF BIG PINE KEY BEING LOT FIFTEEN (15), BLOCK NINE (9) IN KINERCHA, ACCORDING TO CURRYS SUBDIVISION OF A PART OF GOVERNMENT LOTS ONE (1) AND TWO (2), SECTION TWENTY-SIX (26), TOWNSHIP SIXTY-SIX (66) SOUTH, RANGE TWENTY-NINE (29) EAST, AS PER PLAT RECORDED IN PLAT BOOK 1, PAGE 74 OF MONROE COUNTY, FLORIDA RECORDS.

COUPON BIGHT/KEY DEER/KINERCHA SUBDIVISION
SEVERSON/PARCEL 13647

AND PARCELS 14061 AND 14062 BK 2201 / 2011

BSM: _____
DATE: 5-15-07

LOTS 17 AND 18 OF SQUARE 54, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
TANSEY/PARCELS14061 & 14062

AND PARCEL 13900 BK 2201 / 2005

LOT 3 OF SQUARE 21, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
WILLIAMS/PARCEL 13900

BSM:
DATE: 5-15-07

EXHIBIT "A"

Parcel 16132 BK 2211 / 1036

LOT 19, BLOCK 5, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks, Bay Haven S/D
Adamides Alexander / Parcel 16132

AND PARCEL 16063 BK 2209 / 12

LOT 1, BLOCK 8, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/ LARGO CITY
AMARO, ETAL/PARCEL 16063

AND PARCELS 12822, 12823 & 12825 BK 2223 / 1823

LOTS 6, 7 & 9, BLOCK 2, SUMMERLAND BEACH ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 21 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/SUMMERLAND BEACH ADDITION NO. 2
BALLARD/PARCELS 12822,12823,12825

AND PARCEL 13070 BK 2230 / 913

LOT 24, BLOCK 11, RAMROD SHORES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 51, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/RAMROD SHORES FIRST ADDITION
BARBER ETAL/PARCEL 13070

AND PARCEL 16188 BK 2218 / 1955

LOT 10, BLOCK 12, BAY HAVEN, SECTION 3, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 41, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
BECKMAN/PARCEL 16188

AND PARCEL 15285 BK 2227 / 878

BSM DATE 5-15-07

LOT 17, BLOCK 10, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompson's Subdivision Section A
Berrios, ETAL / Parcel 15285

AND PARCEL 13303 BK 2226 / 1682

LOT 1, BLOCK 3, WINDWARD BEACH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 131, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LITTLE TORCH KEY/WINDWARD BEACH ESTATES
BIAGI/PARCEL 13303

AND PARCEL 16040 BK 2226 / 1740

LOT 12, BLOCK 5, LARGO CITY, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
BLAISE/PARCEL 16040

AND PARCEL 16057 BK 2212 / 193

LOT 2, BLOCK 7, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
CALDERIN/PARCEL 16057

AND PARCEL 16262 BK 2225 / 459

LOT 1, BLOCK 15, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
CHASE ETAL/PARCEL 16262

AND PARCEL 16213 BK 2215 / 2046

LOT 8, BLOCK 13, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
COTTON/PARCEL 16213

BSM
DATE 5-15-07

AND PARCEL 16214 BK 2215 / 1998

LOT 9, BLOCK 13, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
COTTON/PARCEL 16214, LOT 9, BLOCK 13

AND PARCELS 15135, 15136, 15145 BK 2210 / 2054

LOTS 6, 7 AND 16, BLOCK 4, THOMPSON'S SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSON'S S/D
HARDWICK/PARCELS 15135, 15136, 15145

AND PARCELS 16555 & 16556 BK 2222 / 36

LOTS 17 & 18, BLOCK 7, BAHIA MAR ESTATES, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 4, AT PAGE 79, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/NEWPORT HAMMOCKS/BAHIA MAR ESTATES
DARWICK

AND PARCEL 16187 BK 2215 / 1967

LOT 1, BLOCK 12, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 3
DAVIS/PARCEL 16187

AND PARCEL 16088 BK 2215 / 2050

LOT 9, BLOCK 1, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 1
DEANS/PARCEL 16088

AND PARCEL 16668 BK 2230 / 1069

BSM
DATE 5-15-07

PLAT BOOK 1, PAGE 186, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/TAVERNIER CREEK HAMMOCK/CAMP PLEASANT
MENDEZ/PARCEL 16668

AND PARCEL 15130 BK 2226 / 1687

LOT 1, BLOCK 4, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Dozier / Parcel 15130

AND PARCEL 13113 BK 2210 / 2025

LOT 19, BLOCK 4, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
DYKES/PARCEL 13113

AND PARCEL 15091 BK 2207 / 1961

LOT 7, BLOCK 2, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompsons Subdivision Section A
Ellerhorst / Parcel 15091

AND PARCEL 16312 BK 2225 / 255

LOT 8, BLOCK 17, BAY HAVEN, SECTION 4, A CORRECTED PLAT OF A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 14, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 4
TROUTMAN/PARCEL 16312

AND PARCEL 12895 BK 2226 / 1790

LOT 9, BLOCK 2, OF SUMMERLAND ESTATES, RESUBDIVISION NO.2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 2 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/SUMMERLAND ESTATES RESUBDIVISION NO.2
GERIS/PARCEL 12895/LOT 9, BLOCK 2

BSM
DATE 5-15-07

AND PARCELS 15260-15262 BK 2222 / 5

LOTS 12 THROUGH 14, BLOCK 9, THOMPSON'S SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSON'S SUBDIVISION
GILLILAND

AND PARCEL 15253 BK 2208 / 2497

LOT 6, BLOCK 9, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSON'S SUBDIVISION
GILLILAND

AND PARCEL 16430 BK 2229 / 801

LOT 3, BLOCK 25, KEY LARGO PARK, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 62, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Newport Hammocks/Key Largo Park
Harr / Parcel 16430

AND PARCELS 13202 THROUGH 13217 BK 2218 / 1962

LOTS 102 THROUGH 117 OF MATES BEACH (PLAT NO. 4), ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5 AT PAGE 35 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LITTLE TORCH KEY/MATES BEACH (PLAT NO. 4)
HECK/PARCELS 13202-13217

AND PARCELS 13086, 13087 AND 13088 BK 2212 / 176

LOTS 15, 16 & 17, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
HICKS/PARCELS 13086-13088

AND PARCEL 12623 BK 2221 / 673

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LOT SEVENTY-FOUR (74), OF SUGARLOAF TOWNSITE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK THREE (3), AT PAGE ONE HUNDRED EIGHTY (180), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUGARLOAF KEYSUGARLOAF TOWNSITE
HOLLADAY/PARCEL 12623

AND PARCEL 12079 BK 2210 / 2022

LOT 14, BLOCK 2, UNRECORDED PLAT OF OCEANA, A SUBDIVISION OF THE NORTH 300 FEET OF GOVERNMENT LOTS 1, 2 AND 3 IN SECTION 14, TOWNSHIP 61 SOUTH, RANGE 39 EAST, KEY LARGO, MONROE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, INCORPORATE IN A PARTITION DEED DATED OCTOBER 19, 1950, RECORDED IN DEED BOOK G-51 AT PAGE 198 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/OCEANA
LAM/PARCEL 12079

AND PARCEL 15202 BK 2215 / 2011

LOT 1, BLOCK 7, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompsons Subdivision Section A
Levins / Parcel 15202

AND PARCELS 15852 THROUGH 15856 BK 2210 / 2020

Lots 23 through 27, Block 11, Sunset Cove, according to the Plat as recorded in Plat Book 1, Page 165, of the Public Records of Monroe County, Florida.

FKE/Point Charles Hammocks
Lighthouse Christian Center, Inc.
Parcels 15852-15856

AND PARCEL 16145 BK 2209 / 6

LOT 1, BLOCK 6, BAY HAVEN, SECTION 2, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 34, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 2
LINDSKOLD/PARCEL 16145

AND PARCELS 12461, 12910-12914, 12849, 12852 BK 2218 / 18

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ALL OF BLOCK 1 OF SUMMERLAND ESTATES, RESUBDIVISION NO.2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 2 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, INCLUDING ALLEY THEREIN OF WHICH HAS BEEN REVERTED BACK TO PART OF GOVERNMENT LOT 2, OF SECTION 36, TOWNSHIP 66 SOUTH, RANGE 28 EAST, BY RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 615-1957, DATED MARCH 28, 1967, FILED IN OFFICIAL RECORDS BOOK 384, AT PAGES 113 AND 114 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

ALSO:

LOTS 1, 2, 3, 4, 5, BLOCK 4, SUMMERLAND ESTATES, RESUBDIVISION NO.2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 2 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

ALSO:

LOT 13, 16, BLOCK 4, SUMMERLAND BEACH, ADDITION NO. 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 21 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/SUMMERLAND ESTATES
FKE/SUMMERLAND KEY/SUMMERLAND BEACH
LOSLEY/PARCEL 12461 & 12910-12914, 12849, 12852

AND PARCEL 16205 BK 2215 / 1995

LOT 27, BLOCK 12, BAY HAVEN SECTION 3, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks/Bay Haven Section 3
Luttrell / Parcel 16205

AND PARCELS 12955, 12850, 12851 BK 2225 / 261

LT 33 SUMMERLAND ESTATES SUMMERLAND KEY PB2-167;

ALSO;

BK 4 LOTS 14 AND 15, SUMMERLAND BCH ADDN #2 SUMMERLAND KEY PB3-21

FKE/SUMMERLAND KEY/SUMMERLAND ESTATES
FKE/SUMMERLAND KEY/SUMMERLAND BEACH
MARIEN/PARCELS 12955, 12850, 12851

AND PARCEL 16133 BK 2215 / 1984

LOT 20, BLOCK 5, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 1
MCCOY/PARCEL 16133

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AND PARCELS 15133, 15134, 15147 & 15148 BK 2207 / 1985

LOTS 4, 5, 18 & 19, BLOCK 4, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSONS SUBDIVISION, SECTION A
MCGRAW/PARCELS 15133, 15134, 15147 & 15148

AND PARCEL 16314 BK 2205 / 55

LOT 10, BLOCK 17, BAY HAVEN, SECTION 4, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 79, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 4
MOORE/PARCEL 16314

AND PARCELS 13053 & 13054 BK 2230 / 987

LOTS 14 & 15, BLOCK 10, RAMROD SHORES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 51, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/RAMROD KEY/RAMROD SHORES FIRST ADDITION
MOREO/PARCELS 13053-13054

AND PARCELS 13199 & 13200 BK 2218 / 1893

LOTS 7 AND 8, GATO FARM SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 123, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Little Torch Key/Gato Farm Subdivision
Nevin, ETAL / Parcels 13199-13200

AND PARCEL 16204 BK 2218 / 1908

LOT 26, BLOCK 12, BAY HAVEN SECTION 3, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks/Bay Haven Section 3
Norman / Parcel 16204

AND PARCEL 12042 BK 2225 / 185

Start at the Southeast corner of Lot 30, of Section 1, Township 61 South, Range 39 East, according to the survey by P.F. Jenkins, C.E., and plat thereof recorded in the Public Land Records of Monroe County, Florida in Plat Book 1, page 68; Thence West along the South

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boundary line of said Lot 30, a distance of 550 feet to the Point of Beginning. Thence (1), Westerly, along the South boundary line of said Lot 30, a distance of 50 feet; Thence (2), Northerly along a line parallel to the East boundary line of said Lot 30, a distance of 105 feet; Thence (3) Easterly, along a line parallel to the South Boundary line of said Lot 30, a distance of 50 feet; Thence (4) South along a line parallel to the East boundary line of said Lot 30, a distance of 105 feet to the Point of Beginning, and being the same as Parcel 12 of Tract 1 of "Paradise Point Addition" and unrecorded Plat. Also in same Addition, Start at the Southeast corner of Lot 30, of Section 1, Township 61 South, Range 39 East, according to survey of P.F. Jenkins, C.E., and plat thereof recorded in Public and Records of Monroe County, Florida in Plat Book 1 at Page 68. Thence West along the South boundary line of said Lot 30, a distance of 550 feet; Thence North along a line parallel to the East boundary line of said Lot 30, a distance of 130 feet to the Point of Beginning. Thence (1) Westerly, along a line parallel to the South Boundary line of said Lot 30, a distance of 50 feet; Thence (2) Northerly along a line parallel to the East boundary line of said Lot 30, a distance of 105 feet; Thence (3) Easterly along a line parallel to the South boundary line of said Lot 30, a distance of 50 feet; Thence (4) Southerly, along a line parallel to the East Boundary line of said Lot 30 a distance of 105 feet to the Point of Beginning, and being the same as parcel 12 of Tract 2 of "Paradise Point Addition", according to an unrecorded Plat.

FKE/North Creek Hammocks
Onoff/Parcel #12042

AND PARCEL 16074 BK 2230 / 976

LOT 12, BLOCK 8, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
PARKINSON/PARCEL 16074

AND PARCEL 16097 BK 2225 / 499

LOT 19, BLOCK 1, BAY HAVEN, SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 28, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN
PAYNE/PARCEL 16097

AND PARCELS 10249 AND 10251 THROUGH 10255 BK 2219 / 1310

PARCEL NO. 1 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 THENCE CONTINUE NORTH 215.00; THENCE EAST 120.00 FEET; THENCE SOUTH 215.00 FEET;

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THENCE WEST 120.00 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL NO. 3 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEB. 22ND 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727 AT PAGE 437 IN MONROE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST. CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 341.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89.00 FEET; THENCE EAST 150.00 FEET; THENCE SOUTH 89.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL NO. 4 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 278.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63.00 FT.; THENCE EAST 150.00 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL NO. 5 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 215.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63.00 FEET; THENCE EAST 150.00 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND KNOWN AS LOT 35, BLOCK 12, ACCORDING TO THE MAP THEREOF IN TITLE NORTH SUGARLOAF ACRES SECTION 2, IN SECTION 25 AND 26, TOWNSHIP 66

BSM:
DATE: 5-15-07

SOUTH, RANGE 27 EAST, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 427, PAGE 1048 AND 1049, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS PARCEL NO. 6 ACCORDING TO THE MAP THEREOF ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL E. BARRETO, LAND SURVEYOR, P.O. BOX 59-2203, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED HERETO AND MADE A PART HEREOF, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN ON THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH 1075 FEET; THENCE EAST 620 FEET; THENCE NORTH 152.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63.00 FEET; THENCE EAST 150 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150 FEET TO THE POINT OF BEGINNING; LESS THE EASTERLY 25 FEET THEREOF FOR ROAD EASEMENT.

AND:

PARCEL NO. 7 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 89.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63.00 FEET; THENCE EAST 150.00 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

FKE/SUGARLOAF KEY/HILDA SUBDIVISION (UNRECORDED)
PEREZ ETAL/PARCELS 10249 & 10251-10255

AND PARCEL 15314 BK 2207 / 1937

LOT 18, BLOCK 11, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Pickett / Parcel 15314

AND PARCEL 15239 BK 2208 / 2494

LOT 14, BLOCK 8, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Quintas / Parcel 15239

BSM: _____
DATE. 5-15-07

AND PARCEL 13401 BK 2212 / 108

THE SOUTH 75' OF THE NORTH 150' OF LOT 4, DORN'S SUBDIVISION, PART OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 66 SOUTH, RANGE 29 EAST, BIG TORCH KEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 56, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BIG TORCH KEY/DORN'S SUBDIVISION
REED ETAL/PARCEL 13401

AND PARCELS 15808 & 15810 THROUGH 15842 BK 2221 / 2469

LOTS 1 AND 24 THROUGH 27, BLOCK 9, LOTS 1 THROUGH 11, BLOCK 10 AND LOTS 1 THROUGH 18, BLOCK 11, KEY LARGO OCEAN SHORES ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 124, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/ Key Largo Ocean Shores Addition
Reynolds, ETAL / Parcels 15808, 15810-15842

AND PARCEL 13079 BK 2225 / 449

LOT 8, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
ROMAN/PARCEL 13079

AND PARCEL 16008 BK 2226 / 1759

LOT 1, BLOCK 4, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
SANCHEZ/PARCEL 16008

AND PARCEL 16009 BK 2226 / 1764

LOT 2, BLOCK 4, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
SANCHEZ/PARCEL 16009

AND PARCEL 13078 BK 2221 / 670

LOT 7, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT

BSM
DATE 5-15-07

THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
SCHMUELLING/PARCEL 13078

AND PARCEL 13082 BK 2210 / 2036

LOT 11, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
SHEDDAN ETAL/PARCEL 13082

AND PARCEL 12807 BK 2210 / 2028

LOT 25S IN HUDGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 143, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/HUDGINS SUBDIVISION
SHEDDAN ETAL/PARCEL 12807

AND PARCEL 16092 BK 2199 / 687

LOT 13, BLOCK 1, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN , SECTION 1
SHELTON/PARCEL 16092

AND PARCEL 15235 BK 2199 / 611

LOT 10, BLOCK 8, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Sherman / Parcel 15235

AND PARCEL 15236 BK 2199 / 635

LOT 11, BLOCK 8, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Sherman / Parcel 15236

BSM: _____
DATE: 5-15-07

AND PARCELS 13139, 13140 AND 13141 BK 2217 / 2492

LOTS 9, 10 AND 11, BLOCK 7, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
DORADO/PARCELS 13139, 13140 & 13141

AND PARCELS 12802 THROUGH 12804 BK 2202 / 1442

LOTS 17S THROUGH 19S IN HUDGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 143, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/UDGINS SUBDIVISION
SHELLY/PARCEL 12802 - 10284

AND PARCEL 13056 BK 2218 / 2135

LOT 17, BLOCK 10, RAMROD SHORES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 51, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/RAMROD SHORES FIRST ADDITION
MERRILL/PARCEL 13056

AND PARCEL 16116 BK 2215 / 2035

LOT 22, BLOCK 4, BAY HAVEN, SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 28, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 1
SHELTON ETAL/PARCEL 16116

AND PARCEL 16158 BK 2215 / 2007

LOT 25, BLOCK 6, BAY HAVEN, SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 34, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 2
THOMAS/PARCEL 16158

AND PARCEL 16159 BK 2215 / 2016

LOT 26, BLOCK 6, BAY HAVEN, SECTION 2, ACCORDING TO THE PLAT THEREOF

BSM
DATE: 5-15-07

RECORDED IN PLAT BOOK 2, AT PAGE 34, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 2
THOMAS/PARCEL 16159

AND PARCEL 16118 BK 2215 / 1961

LOT 1, BLOCK 5, BAY HAVEN SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks/Bay Haven Section 1
Thomson / Parcel 16118

AND PARCEL 13143 BK 2230 / 910

LOT 13, BLOCK 7, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
HALL/PARCEL 13143

AND PARCEL 15315 BK 2211 / 1029

LOT 20, BLOCK 11, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompson's Subdivision Section A
Word / Parcel 15315

AND PARCEL 13296 BK 2205 / 103

LOT 36, BLOCK 2, WINDWARD BEACH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 131, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LITTLE TORCH KEY/ WINDWARD BEACH ESTATES
YATES/PARCEL 13296

BSM DATE: 5-15-07

This instrument prepared by:
Shanna Smith
Department of Environmental Protection
Bureau of Public Land Administration
Division of State Lands
3900 Commonwealth Blvd. MS 130
Tallahassee, Florida 32399-3000
Action No. 48307

ATL1
[+/- 0.34 acres]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 17 TO LEASE NUMBER 4549

THIS LEASE AMENDMENT is entered into this _____ day of _____, 20____, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR" and **MONROE COUNTY**, **FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on November 14, 2007, LESSOR and LESSEE entered into Lease Number **4549** (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number **4549** is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number **4549**, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number **17** to Lease Number **4549** is hereby binding upon the parties hereto and their successors and assigns.

4. This lease amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[*Remainder of page intentionally left blank; Signature page follows*]

v1.0

IN WITNESS WHEREOF, the parties have caused this Amendment Number 17 to Lease Number 4549 to be executed on the day and year first above written.

"LESSOR"

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY:_____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Approved Subject to Proper Execution:

By: _____ 12-31-2023
DEP Attorney

"LESSEE"

MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida
By its Board of County Commissioners

(SEAL)

BY:_____

Holly Merrill Raschein, Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 2/6/24

v1.0

EXHIBIT "A"

Doc # 2407077 Bk# 3212 Pg# 836 Electronically Recorded 2/16/2023 at 3:31 PM Pages 3 Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK ElectronicallyREC: $27.00 Deed Doc Stamp $0.70

This Instrument Prepared By and
Please Return To:
Samantha Tannous
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
AGS#: 31907

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE is made this 15th day of February, 2023, between **Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986,** whose post office address is 1200 Truman Avenue, Ste 207, Key West, FL 33040 ("Grantor"), and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and being in **Monroe County**, Florida, to-wit:

See **EXHIBIT "A"** attached hereto and by reference made a part hereof.

Tax Collector's Account Number: 1131202

Property Appraiser's Parcel ID Number: 00110780-000000

This conveyance is subject to easements, restrictions, limitations, and conditions of record, if any, but any such interests that may have been terminated are not hereby re-imposed.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

SEE FOLLOWING PAGE FOR SIGNATURES

Signed, sealed and delivered in the presence of:

(Signature of 1st Witness)

Christine Hurley
(Printed, Typed or Stamped Name of 1st Witness)

(Signature of 2nd Witness)

Dina Ann Gambuzza
(Printed, Typed or Stamped Name of 2nd Witness)

Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

BY: _____
Chairman David P. Rice

Approved as to form and legality:

_____
Gregory S. Oropeza, Esquire

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of February, 2023, by David P. Rice, as Chairman of **Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986**. Such person (Notary Public must check applicable box):

(✓) is personally known to me.
( ) produced a driver license.
( ) produced _____ as identification.

DINA GAMBUZZA
MY COMMISSION # GG 336333
EXPIRES: September 17, 2023
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

_____
Notary Public
Dina Ann Gambuzza
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: GG336333

My Commission Expires: 9/17/23

EXHIBIT "A"

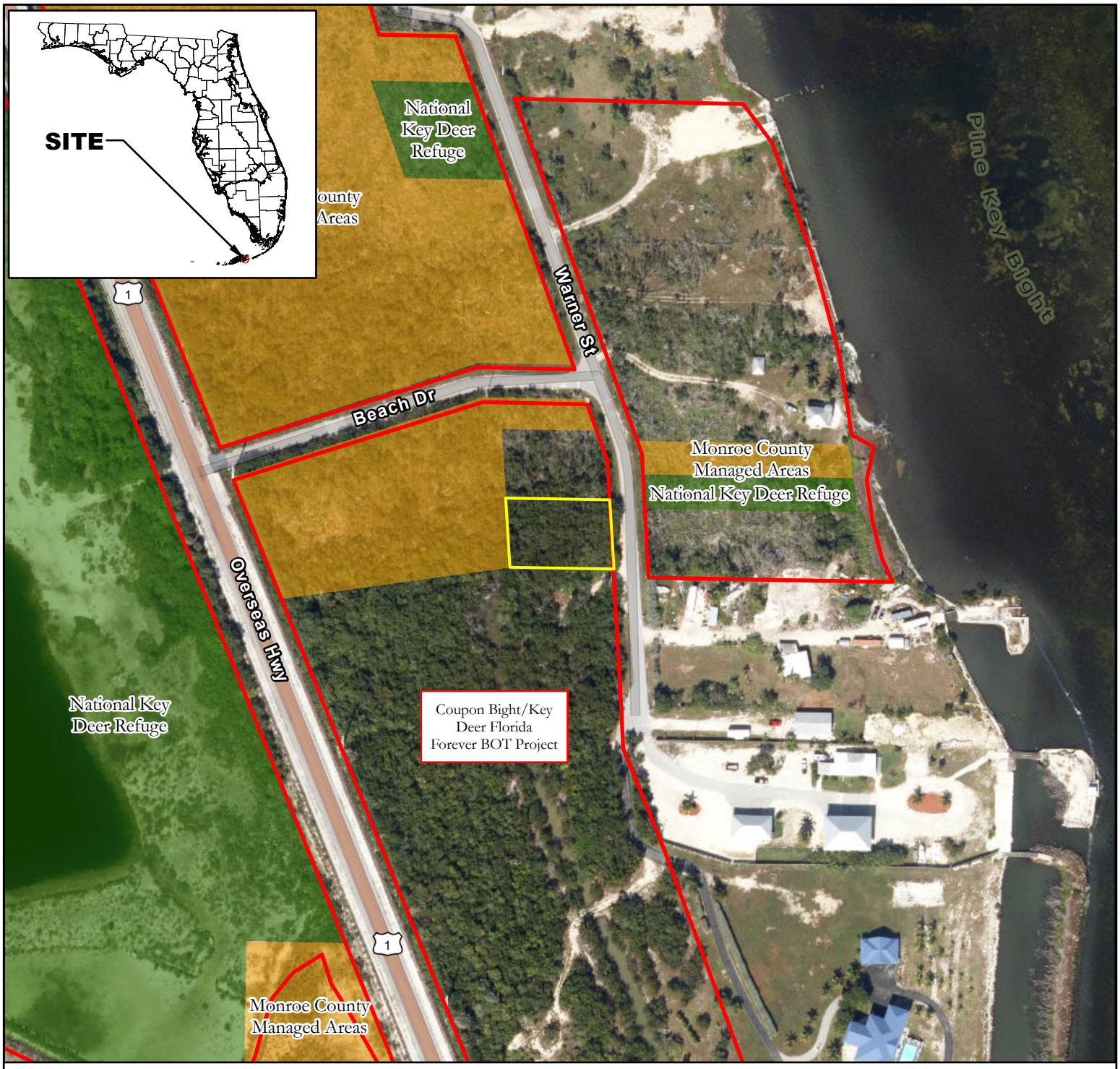
On the Island of Big Pine Key and is part of Lot 4 in Section 25 of Township 66 South, Range 29 East of Tallahassee Meridian in Florida, for starting point, run Southeasterly 1,325 feet from the intersection of the Northeast and West boundary line and the beach; thence West 350 feet; thence Southeasterly 100 feet to the Point of Beginning; thence running along a dedicated 50 foot street in a Southeasterly direction 100 feet; thence West 150 feet; thence Northwesterly 100 feet; thence East 150 feet to the Point of Beginning. Said lands situate, lying and being in Monroe County, Florida.

BSM APPROVED

By: J.A. Date: 01/26/2023

Florida Keys Ecosystem – Coupon Bight Key Deer
Monroe County Comprehensive Plan Land Authority (Adams)
Monroe County

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



- Subject Parcel
- Florida Forever Project Boundaries
- Federal Managed Conservation Lands
- City/County Managed Conservation Lands

0 100 200 400
Feet

N

Amendment 17 to Lease 4549

File Location: \\floridadep\data\F:\SURVEY\Florida Keys Ecosystem\Coupon Bight - Key Deer\Adams_Maria_Blanche\GIS\FKE_Coupon_Bight_Key_Deer_Adams_Maria_Blanche.aprx
Date Saved: 10/6/2022 5:18 PM
Map Created By: K. Wyko

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: F9
2023-2166

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
9:00AM

STAFF CONTACT: Mike Lalbachan

AGENDA ITEM WORDING:

Approval to submit FY 2023 "Flood Mitigation Assistance (FMA) Swift Current" applications for Residential Elevation and Mitigation Reconstruction projects of approximately 11 privately owned properties with an estimated budget amount of $3,930,208.00 with homeowners providing the local match amount.

ITEM BACKGROUND:
The Department of Homeland Security (DHS) announced the availability of funding opportunities for the FY 2023 Flood Mitigation Assistance Swift Current to states, U.S territories, federally recognized Tribal government and local government to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP), and within NFIP-participating communities. It does so by providing funding for mitigation opportunities immediately after a flood disaster event with the aim of delivering mitigation outcomes as quickly as possible.

This differs from the existing FMA grant opportunity, which has an annual grant cycle that funds a broader range of flood mitigation activities, which includes Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects and Individual Flood Mitigation Projects, through a competitive selection process. FMA Swift Current aims to streamline funding through disaster declaration and flood insurance claims-based eligibility criteria, minimized application periods, and narrowed project type eligibility to Individual Flood Mitigation Projects that are Severe Repetitive Loss, Repetitive Loss and Substantially Damaged.

For this announcement, FEMA allocated $300,000,000.00 for Individual Flood Mitigation Projects.

Staff received mitigation applications during the FY2022 and FY 2023 Flood Mitigation Assistance (FMA) grant cycles from property owners Countywide including incorporated cities and unincorporated

Monroe County. Some of the applications received in these years are Severe Repetitive and Repetitive Loss Structures, as a result, staff will submit the applications that meet the program requirement of; "Properties included in Individual Flood Mitigation Project sub-applications must be FMA and/or NFIP defined SRL properties, RL properties, or properties that were deemed Substantially Damaged after the applicant's disaster declaration date".

Staff will submit three (3) residential mitigation reconstruction properties with a total budget of $1,351,854.00 and nine (9) residential elevation properties with a total budget of $2,578,354.00.

The Florida Division of Emergency Management (FDEM) will be participating in the FMA Swift Current grant program. All sub-applications must be submitted to FDEM via the eGrants application system on or before March 15, 2024, at 5:00 p.m., Eastern Daylight Time (EDT).

If these applications are approved by FEMA and selected for grant award, the State (FDEM) will enter into a grant agreement with the County for administration of the program. Monroe County will then execute a homeowner agreement with each owner, to assist homeowners in implementing their projects. The County will request management costs to help implement these projects.

PREVIOUS RELEVANT BOCC ACTION:

On October 20, 2021, Monroe County BOCC granted approval to submit 2021 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On October 19,2022, Monroe County BOCC granted approval to submit 2022 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On July 19, 2023, Monroe County BOCC granted approval to submit applications for mitigation reconstruction and residential elevation for 34 privately owned properties under Hurricane Nicole (FEMA-4680-DR-FL).

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FDEM_FY_2023_FMA_Swift_Current_Application_Period_Announcement (002).pdf
FY_2023_Swift_Current_NOFO_final.pdf

FINANCIAL IMPACT:
N/A

MITIGATION GRANT FUNDING

Flood Mitigation Assistance Swift Current Grant Program
2023 Notice of Funding Opportunity

The FY 2023 Application Period is open for Flood Mitigation Assistance (FMA) Swift Current program, under the Federal Emergency Management Agency (FEMA). FEMA's Notice of Funding Opportunity (NOFO) is attached and can be found at www.grants.gov.

The Florida Division of Emergency Management (FDEM) will be participating in the FMA Swift Current grant program. All subapplications must be submitted to FDEM via the eGrants application system on or before March 15, 2024, at 5:00 p.m., Eastern Daylight Time (EDT). Only complete subapplications will be accepted and reviewed. More information about how to register in eGrants is attached. It is encouraged to register in eGrants as early as possible. Additional resources can be found on the FDEM Website Swift Current Page, including minimum programmatic, engineering, and environmental and historic preservation (EHP) requirements for elevation, acquisition, and mitigation reconstruction projects.

Subapplication Deadline:
March 15, 2024, 5:00 p.m. Eastern Daylight Time (EDT) in eGrants

FMA Swift Current Objectives:

The purpose of FMA Swift Current is to reduce or eliminate the flood risk of repetitive flood damage to structures and buildings insured by the National Flood Insurance Program (NFIP) following a flood-related disaster event, and to enhance community flood resilience within NFIP-participating communities.

FMA Swift Current Priorities:

FMA Swift Current funds Individual Flood Mitigation Projects (Residential Mitigation) for the following:

- Repetitive Loss (RL)
- Severe Repetitive Loss (SRL)
- Properties deemed Substantially Damaged (after the applicant's disaster declaration date – August 31, 2023)

Definitions for these terms can be found in the NOFO in Section C (Eligibility Information), Subsection 4 (Cost Share and Match).

PLEASE NOTE: All property owners must contact their local government to apply. All property owners must have had an active NFIP Flood Insurance Policy in effect on or before December 15, 2023 to be eligible for this funding opportunity.

Contact: If you have any questions about this program, please contact us at SwiftCurrent@em.myflorida.com

Published February 12, 2024

Attachments:

FY 2023 FMA Swift Current Notice of Funding Opportunity

eGrants Subapplication Process & Registration Guidance

Published February 12, 2024

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Flood Mitigation Assistance Swift Current

SUMMARY OVERVIEW OF KEY INFORMATION FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MITIGATION ASSISTANCE (FMA) SWIFT CURRENT	
Program Overview	Fiscal Year 2023 Flood Mitigation Assistance (FMA) Swift Current aims to better align the delivery of FMA flood mitigation funding to the disaster survivor experience. The FMA grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments,[1] and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP), and within NFIP-participating communities. It does so with a recognition of the growing flood hazards associated with climate change,[2] and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future.
Goals and Objective	The purpose of FMA Swift Current is to reduce or eliminate the flood risk to NFIP-participating communities and repetitive flood damage to structures and buildings insured by the NFIP following a flood-related disaster event, and to enhance community flood resilience within NFIP-participating communities. It does so by providing funding for mitigation opportunities immediately after a flood disaster event with the aim of delivering mitigation outcomes as quickly as possible. This differs from the existing FMA grant opportunity, which has an annual grant cycle that funds a broader range of flood mitigation activities, which includes Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects and Individual Flood Mitigation Projects, through a competitive selection process. FMA Swift Current aims to streamline funding through disaster declaration and flood insurance claims based eligibility criteria, minimized application periods, and narrowed project type eligibility to Individual

[1] The term "federally recognized Tribal government," as used in this notice of funding opportunity, has the same meaning as "Indian Tribal government," as defined at 44 C.F.R. § 77.2(f).
[2] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system" (Fourth National Climate Assessment).

	Flood Mitigation Projects that are Severe Repetitive Loss, Repetitive Loss and Substantially Damaged.
Eligible Projects	The FMA Swift Current grant opportunity funds activities under Individual Flood Mitigation Projects.
Deadlines	NOFO Availability Window Start Date: 11/15/2023 NOFO Availability Window End Date: 1/15/2025 Disaster Declaration Deadline: 5/31/2024 Applicant Eligibility Period Start Date: Varies by applicant and dependent on disaster declaration date Application Submission Deadline: Varies by applicant; typically 120 calendar days after the applicant's eligibility period start date at 03:00:00 PM ET
Funding Amount	Available Funding for the NOFO: $300,000,000 for Individual Flood Mitigation Projects
Eligible Applicants	• States • District of Columbia • U.S. territories • Federally recognized Tribal governments
Cost Share	Individual Flood Mitigation Projects federal share options: • Up to 100% federal cost share funding for FMA defined Severe Repetitive Loss (SRL) (B)(i) or (B)(ii) properties in 42 U.S.C. § 4104c(h)(3). Or • Up to 90% federal cost share funding for FMA defined Repetitive Loss (RL) properties in 42 U.S.C. § 4121(a)(7). Or • Up to 90% federal cost share funding for each NFIP-insured property located within a census tract with a CDC SVI score is not less than 0.5001, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Or • Up to 75% federal cost share funding if a higher federal cost share is not available.

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using Sam.gov can be found at: https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at: https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

> *On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).*

Additional Information can be found on Grants.gov:

https://www.grants.gov/web/grants/forms/planned-uei-updates.html

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/ Resilience/Hazard Mitigation Directorate/Hazard Mitigation Assistance (HMA) Division

2. Assistance Listings Number
97.029

3. Assistance Listings Title
Flood Mitigation Assistance

4. Funding Opportunity Title
Fiscal Year 2023 Flood Mitigation Assistance Swift Current (FMA Swift Current)

5. Funding Opportunity Number
DHS-23-MT-029-000-99

6. Authorizing Authority for Program
Section 1366 of The National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (codified as amended at 42 U.S.C. § 4104c) Division J, Title V of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58), 135 Stat. 1387–1388 (2021).

7. Appropriation Authority for Program
Division J, Title V of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 135 Stat. 1387–1388 (2021).

8. Announcement Type
Initial

9. Program Category
Mitigation: Natural Hazards

10. Program Overview, Objectives, and Priorities

a. Overview

The Flood Mitigation Assistance (FMA) grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments,[3] and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP) and within NFIP-participating communities. It does so with a recognition of the growing flood hazards associated with

[3] The term "federally recognized Tribal government," as used in this NOFO, has the same meaning as "Indian Tribal government," as defined at 44 C.F.R. § 77.2(f).

climate change,[4] anticipated growth of damage and repetitive losses due to flood, and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute, extreme weather events as well as chronic stressors that have been observed and are expected to increase in the future.

FY 2023 FMA Swift Current aims to better align the delivery of FMA flood mitigation funding to the disaster survivor experience. In FY 2023, funds will be made available on a rolling basis to states, territories, and federally recognized Tribal governments that receive a major disaster declaration for a flood-related disaster event and meet all other eligibility criteria. (Refer to Section C.1, Eligible Applicants). Flood-related disasters include coastal storms, hurricanes, remnants of hurricanes, and floods. Eligible activities in FMA Swift Current are Individual Flood Mitigation Projects, for example, structure elevation, property acquisition and structure demolition/relocation, dry floodproofing, and mitigation reconstruction. FMA Swift Current aims to streamline funding through disaster declaration and flood insurance claims based eligibility criteria, minimized application periods, and narrowed project type eligibility to Individual Flood Mitigation Projects that are Severe Repetitive Loss, Repetitive Loss and Substantially Damaged. This differs from the existing FMA grant opportunity, which has an annual grant cycle that funds a broader range of flood mitigation activities, which includes Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects and Individual Flood Mitigation Projects through a competitive selection process.

FEMA is offering tailored pre-application support to FMA Swift Current applicants and subapplicants for subapplication development. For more information about FMA Swift Current tailored pre-application support, contact your State Hazard Mitigation Officers, FEMA Regional Office, or Regional Tribal Liaison. Contact information can be found on the FEMA website at State Hazard Mitigation Officers | FEMA.gov and https://www.fema.gov/fema-regional-contacts.

FMA Swift Current aligns with the 2020-2024 DHS Strategic Plan through pursuing Goal 5: Strengthen Preparedness and Resilience. Specifically, Objective 5.1: Build a National Culture of Preparedness has several sub-objectives that the FMA Program supports. FMA Swift Current serves primarily to bolster Sub-Objective 5.1.1: Incentivize investments that reduce risk and increase pre-disaster mitigation, including expanding the use of insurance to manage risk through funding hazard mitigation projects, particularly ones that reduce risk to NFIP-insured structures. Additionally, FMA Swift Current's tailored pre-application support also contributes to other sub-objectives. It helps improve awareness initiatives to encourage public action to increase preparedness (Sub-Objective 5.1.2), uses lessons from past disasters and exercises to inform community investment decisions and anticipate challenges that may emerge during future disasters (Sub-Objective 5.1.3), and coordinates and guide continuity of operations activities through partnerships with government and non-government stakeholders

[4] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system." (Fourth National Climate Assessment)

(Sub-Objective 5.1.5).

The 2022-2026 FEMA Strategic Plan outlines a bold vision and three ambitious goals designed to address key challenges the agency faces during a pivotal moment in the field of emergency management: Goal 1 - Instill equity as a foundation of emergency management, Goal 2 - Lead the whole of community in climate resilience, and Goal 3 - Promote and sustain a ready FEMA and prepared nation. Most notably, the FMA program supports Objective 1.2: Remove barriers to FEMA programs through a people first approach, Objective 1.3: Achieve equitable outcomes for those we serve, and Objective 2.2: Build a climate resilient nation. FMA also supports the National Mitigation Investment Strategy and the FIMA FY 2021-2023 Mitigation Strategy by advancing mitigation investment to reduce risks posed by natural hazards and increasing the nation's resilience to natural hazards.

Awards made under this Notice of Funding Opportunity (NOFO) will be funded with funds appropriated by the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, 135 Stat. 1387–1388 (2021) also known as the Bipartisan Infrastructure Law (BIL). The BIL is a once-in-a-generation investment in infrastructure, which will grow a more sustainable, resilient, and equitable economy by enhancing U.S. competitiveness, driving the creation of good-paying jobs with the free and fair choice to join a union, and ensuring stronger access to economic and environmental benefits for disadvantaged communities. The BIL appropriates billions of dollars to FEMA to promote resilient infrastructure, respond to the impacts of climate change, and equip our nation with the resources to combat its most pressing threats.

The BIL authorizes FMA to provide an increased federal cost share for an NFIP property that is located within a census tract with a Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score of not less than 0.5001, and the activity is funded by BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Refer to Section C.4, Cost Share or Match of this funding opportunity.

b. Objectives

The purpose of FMA Swift Current is to reduce or eliminate the flood risk of repetitive flood damage to structures and buildings insured by the NFIP following a flood-related disaster event, and to enhance community flood resilience within NFIP-participating communities.

c. Priorities

FMA Swift Current funds Individual Flood Mitigation Projects for Repetitive Loss (RL), Severe Repetitive Loss (SRL), or properties deemed Substantially Damaged after the applicant's disaster declaration date. (Definitions for these terms can be found in Section C Eligibility Information, Cost Share and Match of this funding opportunity).

In addition, FMA Swift Current aims to incentivize flood mitigation projects that will advance equity (see Executive Order 14091: Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government) and that will benefit disadvantaged communities as discussed in Executive Order (EO) 14008: Tackling the Climate Crisis at Home and Abroad. In implementing the Administration's Justice40

Initiative, established in EO 14008 and discussed in subsequent guidance, FMA Swift Current will be identifying a disadvantaged community, also referred to as a Justice40 community, using the Climate and Economic Justice Screening Tool (CEJST). Communities are considered disadvantaged communities if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of a federally recognized Tribal government. Further, all eligible Federally Recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land).[5] In addition, census tracts that are completely surrounded by disadvantaged communities, as described above, are also considered disadvantaged if they meet an adjusted low- income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. More information about the CEJST methodology, datasets, and downloadable files can be found on the CEJST website at https://screeningtool.geoplatform.gov.

11. Performance Measures

The following key performance indicators provide strategic and relevant information to decisionmakers and stakeholders about FMA Swift Current's progress and success toward achieving goals and objectives, and are based on measurable data that are available or could be feasibly collected:

- Total number of NFIP-insured properties selected that are FMA and/or NFIP defined Severe Repetitive Loss (SRL), Repetitive Loss (RL), and properties deemed Substantially Damaged after the applicant's disaster declaration date.
- Total federal cost share funding invested in or benefiting Justice40 Communities identified using version 1.0 of the Climate and Economic Justice Screening Tool (CEJST).
- Number of State, Local, Tribal, and Territorial Governments (SLTTs) that attended tailored pre-application support and outreach activities hosted by FEMA.
- Timeliness of obligation from the disaster declaration date.
- Total dollar amount of flood losses avoided in projects or communities funded by FMA Swift Current subapplications.

FEMA recognizes that many effective resilience solutions, such as nature-based solutions, yield critical benefits that are not monetizable. As such, FEMA notes that these key performance indicators are not determinative of whether an application to the FMA grant program is selected for funding.

FEMA will further assess the recipient's performance against the program objective during the award closeout process as outlined in Section F.3.c of this funding opportunity.

B. Federal Award Information

[5] See also M-23-09, available at https://www.whitehouse.gov/wp-content/uploads/2023/01/M-23-09_Signed_CEQ_CPO.pdf.

1. Available Funding for the NOFO: $300 million

FEMA will accept FY 2023 FMA Swift Current applications from November 15, 2023 until January 15, 2025 for applicants that receive a major disaster declaration for a flood-related disaster event between June 1, 2023 (backdated) and May 31, 2024 and meets the specified claims criterion. This is called the FMA Swift Current availability window.

During the FMA Swift Current availability window, the applicant's eligibility period begins 30 days after the applicant both receives a major disaster declaration for a flood-related disaster event between June 1, 2023 (backdated) and May 31, 2024 and meets the specified claims criterion. The eligibility period refers to the time that the applicant may submit subapplications to FMA Swift Current. The eligibility period start date will vary by applicant. Generally, the eligibility period is 120 calendar days. Upon FMA Swift Current activation, the application deadline date will be provided to the applicant. However, if the applicant has more than $1 million prior flood insurance claims in the previous year and the declared disaster results in 500 or more flood insurance claims for the applicant, their eligibility period is 150 calendar days. At the start of an applicant's eligibility period, FEMA will determine an allocation for that applicant (see Section B.1.a. Applicant Allocation below) Applicants must meet all other eligibility criteria to be eligible for FMA Swift Current funds.

An applicant and their subapplicants develop and submit subapplications to FEMA during the applicant's eligibility period. At the end of the applicant's eligibility period, the applicant's allocation will expire. Subapplications will be reviewed and awarded on a rolling basis, so subapplicants are also encouraged to submit their subapplications as soon as possible to expedite obligation.

Any remaining unused funds by an applicant after the applicant's eligibility period ends will be returned to the FY 2023 FMA Swift Current available funds.

FEMA will distribute the available FY 2023 FMA Swift Current funding amount and federal activity caps as follows until the total available funding amount is exhausted:

a.	**Applicant Allocation**	**Variable**	up to **$10 million** or up to **$20 million** or up to **$40 million** or up to **$5 million**

- The applicant allocation may be used for Individual Flood Mitigation Projects that mitigate the risk of flooding to NFIP-insured structures that are NFIP defined or FMA defined SRL or RL structures or are structures that have been deemed Substantially Damaged after the applicant's disaster declaration date.
- The applicant allocation determination may be up to **$10 million**, **$20 million,** or up to **$40 million,** or up to **$5 million.** All allocations require the applicants to have a major disaster declaration for a flood-related event between June 1, 2023 and May 31, 2024.

- If the applicant has at least $1 million in prior NFIP flood insurance claims from June 1, 2022 to the disaster declaration date, the applicant receives an allocation **up to $10 million**.
- If the applicant receives 500 or more NFIP flood insurance claims in the declared disaster, the applicant receives an allocation **up to $10 million**.
- If the applicant has at least $5 million in prior NFIP flood insurance claims from June 1, 2022 to the disaster declaration date, the applicant receives an allocation **up to $20 million**.
- If the applicant both has at least $1 million in prior NFIP flood insurance claims from June 1, 2022 to the disaster declaration date **AND** receives 500 or more NFIP flood insurance claims in the declared disaster, the applicant receives an allocation **up to $20 million.**
- If the applicant both has at least $5 million in prior NFIP flood insurance claims from June 1, 2022 to the disaster declaration date **AND** receives 500 or more NFIP flood insurance claims in the declared disaster, the applicant receives an allocation **up to $40 million.**
- If federally recognized Tribes and U.S. Territories do not meet the NFIP flood insurance claims-based allocation determination criteria above, then the Tribal and Territorial allocation is up to **$5 million**.
- The special consideration allocation is up to **$5 million**. This is made available to applicants that submit a request for special consideration for Swift Current to the FEMA Regional Administrator. The FEMA Regional Administrator will forward their recommendation to the FEMA Administrator for approval. (Refer to Section C.2.a.3. for more information.)

b. The FEMA Administrator may authorize the usage of additional BIL funding in the FY 2023 FMA Swift Current NOFO in accordance with NOFO goals and priorities.

c. FEMA shall make up to 10 percent of the available funding for Applicant Management Costs. For more information, see Section I, Management Costs.

d. For more information on FY 2023 FMA Swift Current funding priorities and eligible activities, see Section E, Application Review Information, Review, and Selection Process.

e. For more information about uses of assistance under FMA Swift Current, refer to FMA resources at https://www.fema.gov/grants/mitigation/floods/fma-resources. For information on how to submit various project types in Mitigation eGrants (MT eGrants), refer to https://www.fema.gov/grants/mitigation/mitigation-egrants-system-resources and Section D of this funding opportunity, Application and Submission Information, Submitting the Application in MT eGrants.

2. Projected Number of Awards: Variable

The number of projected awards is variable due to the unpredictable nature of major flood related disaster declarations across the nation in any given year.

3. Period of Performance: **36 months**

The Period of Performance (POP) is 36 months, starting on the date of the recipient's federal award. Any subsequent amendments to the federal award will not extend the POP unless explicitly stated.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this funding opportunity, Additional Information, Period of Performance Extensions.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): **Will vary by award**

FEMA anticipates making awards on a rolling basis to applicants during each applicant's eligibility period.

5. Projected Period of Performance End Date(s): **36 months from date of award unless otherwise approved by FEMA**

6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

- States
- District of Columbia
- U.S. territories
- Federally recognized Tribal governments

Each eligible applicant shall designate one agency to serve as the applicant for FMA Swift Current funding. The designee is strongly encouraged to conduct outreach with disadvantaged communities as referenced in EO 14008 prior to and during the application process. Each applicant's designated agency may submit only one FMA grant application to FEMA.

Communities, including local governments, cities, townships, counties, special district governments, and Tribal governments who choose to apply as subapplicants are considered subapplicants and must submit subapplications to their applicant agency. Federally recognized Tribal governments who directly apply to FEMA for FMA Swift Current assistance will be considered applicants. Certain political subdivisions (for example, regional flood control districts or county governments) may apply and act as subapplicants if they are part of a community participating in the NFIP where the political subdivision

provides zoning and building code enforcement or planning and community development professional services for that community. Subapplications under which two or more entities would carry out the award are eligible, such as a multi-state or multi-Tribal initiative; however, only one entity may be the subapplicant with primary responsibility for carrying out the award. Contact information for the State Hazard Mitigation Officers) is provided on the FEMA website at State Hazard Mitigation Officers | FEMA.gov.

2. Applicant Eligibility Criteria

a. The applicant meets the FMA Swift Current activation criteria when:

1. The applicant receives a major disaster declaration for a flood-related disaster event between June 1, 2023, and the disaster declaration deadline of May 31, 2024. A flood-related disaster event includes coastal storms, hurricanes, remnants of hurricanes, and floods; and,
2. The applicant meets at least one of the three conditions or the special consideration:
   - The applicant has at least $1 million in prior NFIP flood insurance claims from June 1, 2022, to the disaster declaration date; **OR**
   - The applicant has 500 or more NFIP flood insurance claims in the declared flood-related disaster event; **OR**
   - The applicant is a U.S. territory or a federally recognized Tribal government[6] applying directly to FEMA.
   - Special Consideration: If the applicant receives a major disaster declaration for a flood-related disaster event between June 1, 2023 and May 31, 2024 but does not meet any of the three additional conditions listed above, the applicant may submit a request to their FEMA Regional Administrator (RA) for special consideration for FMA Swift Current within 30 days of the declared disaster. The applicant may submit a request to their FEMA Regional Administrator by contacting the Regional Office contact listed at https://www.fema.gov/fema-regional-contacts. By submitting a request for special consideration for FMA Swift Current, the applicant certifies that they have not been awarded FMA funding since FY 2018 FMA[7] and that any FMA Swift Current funding will align with the applicant's SRL, RL and SD plans and strategies. The FEMA Regional Administrator will review requests to confirm that the applicant and circumstance aligns with the Region's flood mitigation goals and will forward their recommendation to the FEMA Administrator for approval. If the

[6] If a federally recognized Tribal government is applying as a subapplicant to the state, the state is considered the applicant and must meet at least one of the claims-related FMA Swift Current activation criteria. (I.e., the applicant has at least $1 million in prior NFIP flood insurance claims from (June 1, 2022 to the disaster declaration date) or the applicant has 500 or more NFIP flood insurance claims in the declared flood-related disaster event).

[7] FMA selections refers to the selections made through the Flood Mitigation Assistance grant program that FEMA offers annually. More information about the FMA grant program can be found at https://www.fema.gov/grants/mitigation/floods. Applicants can verify previous FMA grant program selections status at https://www.fema.gov/grants/mitigation/flood-mitigation-assistance/after-you-apply/previous-fiscal-year-subapplication-statuses.

request for special consideration for FMA Swift Current is approved, FEMA will provide an allocation of up to $5 million.

b. All applicants and subapplicants must be participating in the NFIP, and not be withdrawn, on probation, or suspended. NFIP community status can be verified at https://www.fema.gov/national-flood-insurance-program-community-status-book.
c. Structures eligible for Individual Flood Mitigation Projects must have an NFIP policy (including a Group Flood Insurance Policy [GFIP]) in effect prior to the opening of the application period and the policy must be maintained throughout the life of the structure. The requirement of maintaining flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property. If the subapplicant does not comply with this requirement, FEMA may take one or more actions as remedies for noncompliance, as appropriate. This could include disallowing all or part of the cost of the activity or action not in compliance. For additional details on NFIP requirements, see Title 44 of the Code of Federal Regulations (C.F.R.) § 77.6.
d. Applicants are required to have a FEMA-approved State Hazard Mitigation Plan in accordance with Title 44 of the (C.F.R.) Part 201 at the time of application and at the time of obligation of the award. More detailed information is provided in Part 4. Eligibility and Requirements, C. Hazard Mitigation Plan Requirements, of the 2023 Hazard Mitigation Assistance Program and Policy Guide available on the FEMA website at https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance.
e. Subapplicants are required to have a FEMA-approved Local or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 at the time of application and at the time of obligation of grant funds. Mitigation plan integration, while not required to be eligible for FMA, is encouraged. See section H.14 for additional information. Local hazard mitigation plans must conform to the Local Plan Review Guide, or any subsequent local mitigation planning guide that supersedes it.
f. To be considered for financial assistance, all applicants must submit their FY 2023 FMA Swift Current grant applications to FEMA via MT eGrants. Refer to Section D, Application and Submission Information of this funding opportunity.

3. Other Eligibility Criteria

a. Properties included in Individual Flood Mitigation Project subapplications must be FMA and/or NFIP defined SRL properties, RL properties, or properties that were deemed Substantially Damaged after the applicant's disaster declaration date.
b. All activities under FMA must be in conformance with all criteria established by FEMA that is specific to the proposed activity, found in the 2023 Hazard Mitigation Assistance Program and Policy Guide.
c. All Individual Flood Mitigation Project subapplications submitted as part of an FMA Swift Current grant application must be consistent with the goals and objectives identified in the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan and the local mitigation plan for the jurisdiction in which the project is located. Hazard Mitigation Plans should reflect state-wide mitigation priorities across all potential federal and non-federal mitigation funding sources.

d. On April 19, 2022, FEMA updated the State and Local Mitigation Planning Policy Guides (policies). On April 19, 2023, they went into effect. This means that all state and local mitigation plans must meet the updated requirements. For instance, it is required that state plans weigh equity and the impacts of climate change. FMA funding can be used for mitigation planning grants, with a focus on integrating equity, climate impacts, and floodplain management. For more information on funding and designing the mitigation planning process to integrate floodplain management planning and maximize Community Rating System Activity 510 points, refer to Mitigation Planning and the Community Rating System: Key Topics Bulletin (fema.gov), and the Local Hazard Mitigation Plan and Community Rating System Crosswalk Starter Kit in the Local Mitigation Planning Handbook (fema.gov). For more information on requirements for approved mitigation plans, States should refer to the State Mitigation Planning Policy Guide (FP 302-094-2, April 19, 2022). Local governments should refer to the Local Mitigation Planning Policy Guide (FP-206-21-0002, April 19, 2022). Tribal governments should refer to the Tribal Mitigation Plan Review Guide (December 2017) (https://www.fema.gov/sites/default/files/2020-06/fema-tribal-mitigation-plan-review-guide_12-05-2017.pdf).

e. All structure elevation, mitigation reconstruction, and dry floodproofing projects; and all projects where HMA funds are used for new construction, substantial improvement, or to address substantial damage to structures[8] must meet the minimum standards of FEMA's partial implementation of the Federal Flood Risk Management Standards (FFRMS).[9] Website

    1. If a state, local, Tribal, or territorial government, or federal agency has adopted a higher standard applicable to the specific project, FEMA will require the higher standard.[10]

f. See EO 14030, Climate-Related Financial Risk, FEMA Policy #-206-21-003-0001, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs, and the 2023 Hazard Mitigation Assistance Program and Policy Guide. Subapplicants can direct any questions about the proposed hazard mitigation project's location in the floodplain to their local floodplain manager and/or State Hazard Mitigation Officers. Contact information for the State Hazard Mitigation Officers s is provided on the FEMA website at http://www.fema.gov/state-hazard-mitigation-officers.

g. When eligible subapplications include an information technology or operational technology component as part of a larger project, FEMA will allow activities that enable greater community resilience through cybersecurity as eligible costs when those activities are performed in accordance with the cybersecurity performance goals for critical infrastructure and control systems directed by the National Security

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[8] Refer to 44 C.F.R. § 9.4 for the definitions of "new construction" and "substantial improvement;" Refer to 44 C.F.R. § 59.1 for the definition of "substantial damage."

[9] Refer to the Hazard Mitigation Assistance Program and Policy Guide, Part 4, I. Federal Flood Risk Management Standards – Partial.

[10] Under 44 C.F.R. § 9.11(d)(6), no action may be taken if it is inconsistent with the criteria of the National Flood Insurance Program (44 C.F.R. part 59 et seq.) or any more restrictive Federal, State, or local floodplain management standards.

Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems, found at https://www.cisa.gov/control-systems-goals-and-objectives. Subapplicants should address cybersecurity in their planning, design, and project oversight for awards that include a technology nexus that may pose a cyber risk that would affect the reliability or operability of project.

h. FEMA encourages the use of environmentally friendly construction practices when completing FMA Swift Current mitigation projects.
    - When subapplications include the use of concrete or asphalt products, FEMA encourages the inclusion of low embodied carbon concrete and environmentally preferable asphalt.
    - Subrecipients should ensure that federally funded infrastructure investments reduce life cycle emissions of construction materials, specifically concrete, asphalt, and steel.
    - Subrecipients should request disclosure of Environmental Product Declarations (EPD) to evaluate and incentivize acquisition of these lower carbon materials.
    - Subrecipients are encouraged to prioritize the use of American-made, lower-carbon construction materials as referenced in the Federal Buy Clean Initiative.

i. FEMA encourages the use of nature-based solutions in FMA Swift Current mitigation projects.
    - Subrecipients can refer to resources such as FEMA's guide to *Building Community Resilience with Nature-Based Solutions* and the Federal Nature-Based Solutions Resource Guide to identify strategies for using nature-based solutions in ways that reduce future flood risk while simultaneously building resilience, reducing emissions, and delivering other co-benefits.
    - Nature-based solutions: are actions to protect, sustainably manage, or restore natural or modified ecosystems to address societal challenges, simultaneously providing benefits for people and the environment. Other terms for nature-based solutions include green infrastructure, natural and nature-based features, natural climate solutions, and natural infrastructure.

j. Subrecipients are encouraged to place publicly visible signage at sites where federal funding is being used for hazard mitigation projects, identifying the funding source of the project (Office of Management and Budget's February 24, 2023 Controller Alert, "CA-23-6, Enhancing Transparency Through Use of the Investing in America Emblem on Signs (UPDATED)). The cost of such signs is an eligible project cost. Subapplicants may request up to $5,000 per project for such costs. Requests for signage costs must be identified as a line item in the subapplication cost estimate. Project costs for signage are subject to the applicable cost-sharing requirements. The contents and other details of the signage must be in accordance with FEMA's signage guidance at https://www.fema.gov/grants/policy-guidance/bipartisan-infrastructure-law.

k. FEMA encourages applicants and subapplicants to leverage the Department of Labor's The Good Jobs Initiative. The Good Jobs Initiative is an initiative that provides critical information to workers, employers, and government agencies as they

work to improve job quality and create access to good jobs free from discrimination and harassment for all working people.

4. Cost Share or Match

Cost share is required for all subapplications funded under this program. FEMA may contribute the federal cost share funding if available, as follows:

i. Individual Flood Mitigation Projects federal cost share options and definitions:

a. Up to 100% federal cost share funding for FMA defined Severe Repetitive Loss (SRL) (B)(i) or (B)(ii) properties in 42 U.S.C. § 4104c(h)(3), is a structure that:

i. Is covered under a contract for flood insurance made available under the NFIP; **and**

ii. Has incurred flood-related damage

1. ((B)(i)) For which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding $5,000, and with the cumulative amount of such claim payments exceeding $20,000, **or**

2. ((B)(ii)) For which at least two separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

iii. To receive an increased federal cost share under these provisions, properties must meet the FMA SRL definition. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their application or subapplication demonstrating that properties meet the definition.

b. Up to 90% federal cost share funding for FMA defined Repetitive Loss (RL) properties in 42 U.S.C. § 4121(a)(7) is a structure covered by a contract for flood insurance made available under the NFIP that:

i. Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; **and**

ii. At the time of the second incidence of flood-related damage, the contract for flood insurance contains Increased Cost of Compliance (ICC) coverage.

iii. To receive an increased federal cost share under these provisions, properties must meet the FMA RL definition. Applicants and

subapplicants that are requesting an increased federal cost share must submit documentation with their application or subapplication demonstrating that properties meet this definition.

c. Up to 90% federal cost share funding for each NFIP-insured property located within a census tract with a CDC SVI score that is not less than 0.5001, and for which the mitigation activity is funded by the Bipartisan Infrastructure Law (BIL). FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation, **or**

d. Up to 75% federal cost share funding if a higher federal cost share is not available.

To note, the Individual Flood Mitigation Project's Repetitive Loss (RL) 90% federal cost share and the Severe Repetitive Loss (SRL) 100% federal cost share options are only eligible for those NFIP properties meeting FMA definitions under 42 U.S.C. § 4104c(h)(3) and 42 U.S.C. § 4121(a)(7). These federal cost shares are not available for NFIP defined SRL and RL properties.

Generally, the cost share for this program is 75 percent federal cost share and 25 percent non-federal cost share. This means federal funding is available for up to 75 percent of eligible costs. The remaining 25 percent of eligible costs must be derived from non-federal sources. For example, if the total cost of the activity is $400,000 and the non-federal cost share is 25 percent, then the non-federal contribution is $100,000: 25 percent of $400,000 is $100,000. The non-federal contribution would be provided by the applicant or subapplicant. Likewise, the federal cost share of that activity would be $300,000: 75 percent of $400,000 is $300,000. The federal contribution would be provided by FEMA. FEMA may consider the non-federal cost share based on availability of remaining federal funds, as noted in Section E, Application Review Information.

As a result of FMA funding made available under the IIJA, FEMA may contribute up to 90 percent federal cost share for qualifying FY 2023 funding priorities and criteria. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Applicants and Subapplicants can determine their activities and projects' CDC SVI score by calculating the three SVI themes' averages using information on CDC/ATSDR Social Vulnerability Index webpage, https://www.atsdr.cdc.gov/placeandhealth/svi/index.html.

Structures with different federal cost-share requirements can be submitted in a single project subapplication. The overall project federal cost share documented in the Cost Share Section of the project subapplication should reflect the combined federal cost shares of the structures. For example, in an Individual Flood Mitigation Project subapplication, a project with $100,000 costs for one Severe Repetitive Loss structure funded at 100 percent federal cost share plus $100,000 costs for one Repetitive Loss structure funded at 90 percent federal cost share will have an overall project federal cost share of 95 percent, or $190,000, of the $200,000 total cost for both structures.

For insular areas (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands), FEMA automatically waives the non-federal cost share for the recipient when the non-federal cost share for the entire award is under $200,000. If the non-federal cost share for the entire award is $200,000 or greater, FEMA may waive all or part of the non-federal cost share at the request of the recipient. The recipient may request 100 percent cost-share in its application.

The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the federal share). Applicants cannot apply other federal award funds toward the non-federal cost share unless the other federal statutory authority allows the funds to be used to meet cost-share requirements. For example, FEMA's Safeguarding Tomorrow through Ongoing Risk Management Revolving Loan Fund (STORM RLF) Program loans may be eligible for non-federal cost share funding. For more information, visit the STORM RLF webpage at https://www.fema.gov/grants/mitigation/storm-rlf. In addition, in certain situations U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) program funds, U.S. Small Business Administration Disaster Loans, United States Department of Agriculture Rural Development Single Family Direct Home Loans or Single-Family Repair Loans, the Department of Defense's Readiness and Environmental Protection Integration (REPI) program, and others may be used towards the non-federal match. Additionally, certain American Rescue Plan funds may be used as non-federal cost share as determined by the Department of Treasury.[11] Refer to the Hazard Mitigation Assistance Cost Share Guide for more information at https://www.fema.gov/sites/default/files/2020-08/fema_hma_cost-share-guide.pdf. FEMA encourages innovative use of public and private-sector partnerships to meet the non-federal cost share.

FMA Swift Current funding cannot be used as matching funds for another federal grant. Additionally, third-party in-kind matches used to meet the matching requirement may not be used to meet matching requirements for any other federal grant program.

Ultimately, the recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. If actual total project costs exceed the projected total project costs stated in the federal award, the recipient will not receive any additional federal funding and will be responsible for contributing additional funds above the required cost match. If actual total project costs are less than the projected total project costs stated in the federal award, the recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

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[11] Treasury funds are available through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. According to U.S. Department of Treasury, the SLFRF program funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. See Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf.

More detailed information is provided in Part 4. Eligibility and Requirements, Section L: Cost Share, of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

D. Application and Submission Information

1. Key Dates and Times

FEMA will solicit applications for the FY 2023 FMA Swift Current program from November 15, 2023, until January 15, 2025 based on applicants who have experienced a major flood disaster between June 1, 2023 (going back in time) and May 31, 2024, and meet certain requirements. This is called the FMA Swift Current availability window and is different from the application submission deadline.

Each applicant's individual application submission deadline is determined by the date of the major disaster declaration for the flood-related event. See D.1.d. Eligibility Period Start Date below.

a. Availability Window Start Date:	***11/15/2023***
b. Availability Window End Date:	***1/15/2025***
c. Disaster Declaration Deadline:	***5/31/2024***

d. Eligibility Period Start Date — ***Varies by applicant***

The applicant eligibility period start date varies by applicant. The applicant's eligibility period starts 30 days after the applicant both receives a major disaster declaration for a flood-related event and meets the claims-related eligibility criterion. The applicant's eligibility period end date is the application submission deadline.

e. Application Submission Deadline: — ***Varies by applicant; 03:00:00 PM ET***

Upon FMA Swift Current activation, the eligibility period start date and application submission deadline date will be provided to the applicant.

I. Application Submission Deadline (General)

The application submission deadline varies by applicant. Typically, the applicant's application submission deadline is 120 calendar days after the eligibility period start date.

II. Application Submission Deadline (Exception)

The application submission deadline varies by applicant. If the applicant has more than $1 million prior flood insurance claims in the previous year and the declared disaster results in 500 or more flood insurance claims for the applicant, the applicant's application submission deadline is 150 calendar days after the eligibility period start date.

Applications will be reviewed for eligibility on a rolling timeline as they are submitted to FEMA. After the application submission deadline, the applicant's allocation will expire. Any

remaining funds will be available to future eligible applicants. For more information see Section E, Application Review Information, Review, and Selection Process.

All applications **must** be received by the established deadline. Please note that FEMA deadlines listed in this NOFO refer to application deadlines for the applicants. Subapplicants should consult with their applicant agency to confirm subapplication deadlines to the applicant if applicable.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this funding opportunity, "DHS Awarding Agency Contact Information." For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the FEMA Grants Information Desk by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

To be considered timely, an FMA Swift Current grant application must be submitted by the application deadline via FEMA's MT eGrants, and the applicant must have received a confirmation message in MT eGrants that indicates successful FMA Swift Current grant submission to FEMA. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

f. Other Key Dates

Event	Suggested Deadline for Completion
Initial registration in SAM.gov includes UEI issuance	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering in MT eGrants system	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Submitting the final application in MT eGrants	By the submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. **Address to Request Application Package**
   FEMA will only process applications received via MT eGrants.

   Information, training and resources on MT eGrants are available on the FEMA website at https://www.fema.gov/grants/mitigation/mitigation-egrants-system-resources (see section G, DHS Awarding Agency Contact Information, of this NOFO).

   Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. **Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)**
   Each applicant, unless they have a valid exception under 2 C.F.R. 25.110, must:
   1) Be registered in Sam.Gov before application submission.
   2) Provide a valid Unique Entity Identifier (UEI) in its application.
   3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
   Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

   Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

   To apply for an award under this program, all applicants must:

   a. Apply for, update, or verify their Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
   b. In the application, provide an UEI number;
   c. Have an account with login.gov;

d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Create a Grants.gov account;
f. Add a profile to a Grants.gov account;
g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
h. Register in MT eGrants
i. Submit an initial application in Grants.gov;
j. Submit the final application in MT eGrants, including electronically signing applicable forms; and
k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through MT eGrants.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

b. Obtain an UEI Number:
All entities applying for funding, including renewal funding, prior to April 4, 2022, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: Sam.gov.

c. Obtain Employer Identification Number
All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:
Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. Register with SAM:
All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

III. Additional SAM Reminders

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the e and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

IV. Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in MT eGrants

Applicants must register in MT eGrants. For more information, see https://www.fema.gov/sites/default/files/2020-08/fema_mt-egrants-frequently-asked-questions_support_document_March_2018.pdf.

8. Submitting the Application in MT eGrants

Subapplicants must create project subapplications and submit them to their applicant organization. Subapplicants should contact their applicant agency for information specific to their State's application process. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers. If a subapplicant does not use FEMA's grant application system to submit project subapplications to the applicant, then the applicant must enter the subapplication(s) into MT eGrants on the subapplicant's behalf.

Applicants must review and approve subapplications submitted by their subapplicants. Applicants must ensure that accurate NFIP policy numbers and RL numbers are included in

the Properties section of project subapplications in MT eGrants to be considered for competitive property flood mitigation project funding. For structures that are deemed Substantially Damaged after the applicant's disaster declaration date, applicants must include a certification that the structures meet these conditions.

Applicants must create an FMA grant application and approve the subapplications. The approved project and management costs subapplications may then be submitted and added to the grant application.

While FEMA will be reviewing and awarding projects on a rolling basis, applicants must rank all subapplications in MT eGrants.

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this funding opportunity, "Contentand Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, MT eGrants will provide either an error message or a successfully received transmission in the form of an email sent to the user that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before MT eGrants receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in MT eGrants by the application deadline. MT eGrants automatically records proof of timely submission and the system generates an electronic date/time stamp when MT eGrants successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a MT eGrants tracking number in an email serving as proof of their timely submission on the date and time that MT eGrants received the application.

Applicants who experience system-related issues will be addressed until 03:00 PM ET, 48 hours before their application submission deadline. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted via MT eGrants. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html. Applicants may require their subapplicants to complete and attach the grant

application and/or Assurance and Certifications forms to their subapplications in MT eGrants. Subapplicants should contact their applicant agency for information specific to their State/territory/tribe's application process. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. Program-Specific Required Forms and Information

The following program-specific forms or information are required to be submitted in MT eGrants.

Applicants may require their subapplicants to complete and attach the grant application and/or Assurance and Certifications forms to their Individual Flood Mitigation Project subapplications in MT eGrants.

Subapplicants should contact their applicant agency for information specific to their state/territory/federally recognized Tribal government's application process. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers.

All applicants must submit an FMA grant application via MT eGrants by the application deadline to be considered for funding. The required format for applications and subapplications is built into MT eGrants:

- FMA applications including Individual Flood Mitigation Project and Management Costs subapplications must be submitted in an FY 2023 FMA Swift Current application.
    - Individual Flood Mitigation Project must be submitted in a project subapplication.
- Applicant Management Costs must be submitted in a management costs subapplication.

V. MANAGEMENT COSTS

Applicants are eligible to receive management costs consisting of a maximum of 10 percent of the project activities awarded to the State, each fiscal year under FMA Swift Current. These costs must be included in the application to FEMA.

A federally recognized Tribal government applying directly to FEMA is eligible for management costs consisting of a maximum of 10 percent of grants awarded for project activities under FMA Swift Current.

Subapplicants may include a maximum of 5 percent of the total funds requested for their subapplication for management costs to support the implementation of their project activity. These costs must be included in the subapplication to the State.

For additional information, please refer to Section D.13.c Management Costs.

11. Other Submission Requirements

a. Benefit-Cost Analysis for Mitigation Projects

Applicants and subapplicants applying for an Individual Flood Mitigation Project must provide a Benefit-Cost Analysis (BCA) or other documentation that validates cost-effectiveness. Management costs subapplications do not require a BCA. Applicants and subapplicants may use one of three standard approaches. In no case will FEMA award a hazard mitigation project that is not cost-effective.

i. **Streamlined cost-effectiveness determination method:** FEMA has established streamlined cost-effectiveness determination methods for some hazard mitigation projects and project types. Using one of these methods fulfills the cost-effectiveness requirement if the project meets applicable criteria.
    - For projects with a total cost of less than $1,000,000, the subapplicant may provide a narrative that includes qualitative and quantitative data demonstrating the benefits and cost-effectiveness of the project. Total project costs include all project costs, not just the federal share. Instructions for completing a cost-effectiveness narrative may be found on the FEMA BCA website. FEMA will validate the cost effectiveness and estimate a benefit cost ratio of the proposed project during its review.
    - Pre-calculated benefits are available for some project types, including acquisitions and elevations. Further details, including application submission requirements,

may be found in the HMA Policy and Program Guide and on the FEMA BCA website.

ii. **Benefit-Cost Analysis (BCA) Assistance:** FEMA will review hazard mitigation project subapplications during the pre-award process that are competitive and otherwise eligible for selection where a small and impoverished communities as defined in 44 C.F.R. 201.2., federally recognized Tribal government, or subapplication for a hazard mitigation project within or primarily benefiting a Community Disaster Resilience Zone (defined at 42 U.S.C. § 5136(a)(1)) is unable to calculate a BCR to demonstrate cost-effectiveness. FEMA may assist such communities with developing a BCA. Projects with a total cost of less than $1,000,000 that qualify for BCA Assistance under this provision are not required to submit a cost-effectiveness narrative. FEMA has additional guidance for this approach for selected subapplications that may qualify for this consideration. For more information see the FEMA BCA website.

iii. **Benefit-Cost Analysis (BCA):** If a streamlined cost-effectiveness determination method does not apply, a BCA is required to validate cost-effectiveness. FEMA has established a set discount rate of 3% to be used in a BCA for hazard mitigation projects for the FY 2023 BRIC and FMA cycles, including FMA Swift Current. FEMA's BCA Toolkit is available on the FEMA website at https://www.fema.gov/grants/tools/benefit-cost-analysis. Version 6.0 or newer are the only versions FEMA will accept as documentation for demonstrating cost-effectiveness. FEMA encourages the use of the BCA Toolkit to calculate the project BCR; however, applicants and subapplicants may also use a non-FEMA BCA methodology if pre-approved by FEMA in writing.
    - All projects not using a streamlined cost-effectiveness determination must demonstrate a BCR of 1.0 or greater to be eligible for funding.
    - Even if a streamlined cost-effectiveness determination method applies, applicants and subapplicants may use a BCA to show cost-effectiveness of a project.

Structure acquisitions and elevations located in the Special Flood Hazard Area (SFHA) may use pre-calculated benefits to determine cost effectiveness. The updated values for use of pre-calculated benefits to determine cost effectiveness of elevations and acquisitions in the SFHA are: $323,000 per structure for acquisitions and $205,000 per structure for Elevations (and Mitigation Reconstruction). These pre-calculated benefits for acquisition projects are recognized as helping support BCA eligibility for larger community relocation efforts. More detailed information about pre-calculated benefits and how they can be used is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_acquisition-elevation-precalculated-benefits-memo_092021.pdf.

Additionally, FEMA has determined that the acquisition of a structure designated as RL or SRL,[12] regardless of location within or outside of the SFHA, with total project costs less than

[12] Refer to Section E. Application Review Information, 2. Review and Selection Process, III. Individual Flood Mitigation Projects of this funding opportunity.

or equal to $323,000 is considered cost-effective. As such, FEMA has expanded the use of pre-calculated benefits to include acquisition projects of RL and SRL properties outside the SFHA with a project cost less than or equal to the existing calculated threshold of $323,000.

More detailed information is available on the FEMA website at https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis.

b. Acquisition Project Requirements

The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post-award. The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The Statement of Voluntary Participation is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_form-ff-206-fy-21-124.pdf.

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with the conservation of natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is available on the FEMA website at https://www.fema.gov/sites/default/files/2020-08/fema_model-deed-restriction.pdf. Subrecipients, as well as recipients and FEMA are responsible for enforcing compliance with open space restrictions pursuant to 44 C.F.R. Part 80 requirements.

c. National Environmental Policy Act Requirements for Mitigation Projects

Applicants and subapplicants applying for hazard mitigation projects must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321–4370h), the Council on Environment Quality's implementing regulations at 40 C.F.R. parts 1500-1508, and the related DHS and FEMA instructions and directives (i.e., DHS Directive 023-01, [13] DHS Instruction Manual 023-01-001-01,[14] FEMA Directive 108-1, [15] and FEMA Instruction 108-1-1,[16] which can be accessed at https://www.fema.gov/emergency-managers/practitioners/environmental-historic/laws/ehp-directive-instruction). The required information is included in the subapplication in MT eGrants. Environmental Planning and Historic Preservation (EHP) Job Aids and Supplements are available on the FEMA website at https://www.fema.gov/grants/guidance-tools/environmental-historic. The required information is included in the subapplication in MT eGrants.

12. Intergovernmental Review

[13] DHS Directive 023-01is titled Implementation of the National Environmental Policy Act.
[14] DHS Instruction Manual 023-01-001-01is titled Implementation of the National Environmental Policy Act (NEPA).
[15] FEMA Directive 108-1 is titled Environmental Planning and Historic Preservation Responsibilities and Program Requirements.
[16] FEMA Instruction 108-1-1is titled Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See https://www.archives.gov/federal-register/codification/executive-order/12372.html; www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment and federal procurement requirements, please reference 2 C.F.R. Part 200, available at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

More detailed information is available in the 2023 Hazard Mitigation Assistance Program and Policy Guide.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Pre-Award Costs

Pre-award costs directly related to developing the FMA grant application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Such costs may have been incurred prior to application submission, for example gathering data to be used for preparing environmental reviews required by NEPA or developing a BCA (see Section D, Application and Submission Information), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications. To be eligible for FMA funding, pre-award costs must be identified in the individual line item in the cost estimate of the subapplication.

Pre-award costs may be cost shared or applicants and subapplicants may identify them as their non-federal cost share (see Section C, Eligibility Information, Cost Share or Match).

Costs associated with implementation of proposed projects in the submitted grant application or subapplication that are incurred prior to the date of the grant award are not allowed. Activities initiated or completed prior to the date of the grant award are generally not eligible.

- However, per the Hazard Eligibility and Local Projects (HELP) Act, FEMA may provide assistance for certain acquisition and demolition projects when implementation started after January 3, 2023. In order to be eligible, the project must also: (1) qualify for a categorical exclusion under NEPA; (2) be compliant with applicable floodplain management and protection of wet land regulations and criteria; and (3) not require consultation under any other environmental or historic preservation law or regulation or involve any extraordinary circumstances. An entity seeking assistance under the HELP Act must comply with all other applicable HMA and federal requirements (see Pub. L. No. 117-332).

If any pre-award activities related to developing an FMA grant application or subapplication result in ground disturbance, the applicant or subapplicant must comply with all applicable federal, state, and local laws and regulations, and obtain any applicable environmental permits and clearances. The applicant or subapplicant must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, work will immediately cease, and the appropriate state authority will be notified.

Applicants and subapplicants who are not awarded awards or subawards will not receive reimbursement for the corresponding pre-award costs.

c. Management Costs

In addition to funding received as described in Section B.1, Available Funding for the NOFO, applicants and subapplicants are eligible to receive management costs (direct and indirect administrative costs pursuant to 2 C.F.R. Part 200, Subpart E).

Subapplicants may submit up to 5% of the total budget of the subapplication for management costs. The total budget refers to the sum of non-federal and federal shares of the proposed subapplication. Subapplicants must use subapplicant management costs to manage their subaward activities. Subapplicant management costs will not exceed 5% of the total subapplication budget. Subapplicant management cost activities must be added to the Scope of Work section and identified in the Cost Estimate section of subapplications in MT eGrants.

Applicants may submit up to 10% of the application budget (with the total budget including subapplicant management costs) for applicants to administer and manage award and subaward activities. Applicants' management costs will be calculated using the total sum of all non-federal and federal cost shares (the composite of all projects' cost share). FEMA will verify and calculate the management costs based on the applications and subapplications final selections.

Applicant requests for management costs must be submitted in a separate management costs subapplication in MT eGrants (see Section D, Application and Submission Information, Content and Form of Application Submission).

The subapplicant management costs (up to 5%) must be added to the subapplication total budget prior to the calculation of the applicant management costs (up to 10%). Applicant management costs will not exceed 10% of the total application budget.

If the applicant is also implementing the award as the subapplicant, the applicant is allowed to claim subapplicant (up to 5%) and applicant management costs (up to 10%). Uses of the applicant management costs must be distinct from subapplicant management costs and must adhere to the stated uses, even if being used by the same entity. The total management costs still will not exceed 15% of the total award. Management costs are governed by 44 C.F.R. Part 77. Management costs are any indirect costs, any direct administrative costs, and other administrative expenses that are reasonably incurred in administering an award or subaward. Eligible applicant or subapplicant management cost activities may include:

- Solicitation, review, and processing of subapplications and subawards
- Subapplication development and technical assistance to subapplicants regarding feasibility and effectiveness and BCA
- Geocoding hazard mitigation projects identified for further review by FEMA
- Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of hazard mitigation activities
- Managing awards (e.g., quarterly reporting including closeout)
- Technical monitoring (e.g., site visits, technical meetings)

- Purchase of equipment, per diem and travel expenses, and professional development that is directly related to the implementation of HMA programs
- Staff salary costs directly related to performing the activities listed above

d. Indirect Facilities & Administrative (F&A) Costs

Indirect costs of administering the FMA program are eligible as part of the 10 percent management costs for the recipient or the 5 percent management costs of the subrecipient, but in no case do they make the recipient eligible for additional management costs that exceed the statutory caps. In addition, all costs must be in accordance with the provisions of 2 C.F.R. parts 200 and 3002.

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the, Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions.

Subapplicants are not required to submit negotiated indirect cost rate agreements or proposals directly to FEMA, but they may need to submit them to the applicable applicants per 2 C.F.R. § 200.332.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

FEMA will review subapplications submitted by each applicant to ensure:

- Eligibility of the applicant and subapplicant;
- Eligibility of proposed activities and costs;
- Completeness of the subapplication;
- Cost-effectiveness, alternative cost-effectiveness, and engineering feasibility of mitigation projects; or expected savings to the National Flood Insurance Fund (NFIF) from expected avoided damages through acquisition or relocation activity;
- Eligibility and availability of non-federal cost share;
- Alignment with approved State Mitigation Plan and Local and/or Tribal Hazard Mitigation Plan;
- Conformance with all applicable Federal, State, Tribal and local environmental and historic preservation laws and regulations;

- Proposed project will solve a problem independently, or constitute a functional portion of a long-term solution where there is assurance that the project will be completed; and
- Requested funds do not duplicate benefits available from another source for the same purpose or assistance that another federal agency or program has more primary authority to provide.

For more detailed information, see the 2023 Hazard Mitigation Assistance Program and Policy Guide.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors,[17] if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity,

[17] As defined in 2 C.F.R. Part 25, specifically § 25.447: Predecessor means a non-federal entity that is replaced by a successor and includes any predecessors of the predecessor.

business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. Selection

FEMA will select eligible subapplications up to at least the available funding amount of **$300 million**. The FEMA Administrator may authorize the usage of additional BIL funding to increase funding of FMA Swift Current.

All identified properties in a subapplication must be NFIP defined or FMA defined SRL, RL, or deemed Substantially Damaged after the applicant's disaster declaration date, as referenced in Section C.3 Other Eligibility Criteria. If a subapplication includes a property that is not SRL, RL, or deemed Substantially Damaged as of the applicant's disaster declaration date, FEMA will remove the property from the subapplication prior to selection.

FEMA may lower the priority of subapplications where the average elevation federal cost share is greater than $250,000 for all single dwelling units or the average acquisition federal cost share is greater than $750,000 for all single dwelling units.

FEMA may increase the priority of properties from subapplications if the building value of a single-family dwelling is less than $750,000, according to best available data, to ensure maximization of the number of NFIP-insured properties selected for mitigation projects in accordance with 44 C.F.R. § 77.4(a). To determine the building value of a single-family dwelling, homeowners can refer to the Replacement Cost Value (RCV)[18] documented in the most recent claim. If no RCV is provided, then homeowners can refer to the Actual Cash Value (ACV)[19] as documented on the most recent claim. If an RCV or ACV for the structure is not available or includes errors, FEMA will evaluate properties on a case-by-case basis for removal from the subapplication.

If the structure does not have an RCV, then FEMA will consider the Actual Cash Value (ACV) of the structure, as listed on the most current claim of the property. If the structure has neither RCV nor ACV, FEMA will consider the assessed market value.

Subapplications will be reviewed and selected on a rolling basis as subapplications are submitted to FEMA during the applicant's eligibility period.

At the end of the applicant's eligibility period, the applicant allocation will expire. At this time, any unused funds within the applicant allocation that are not tied to projects identified for further review will be returned to FY 2023 FMA Swift Current available funds.

[18] The cost to replace property with the same kind of material and construction without deduction for depreciation.
[19] The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.

Sec. 223 from Executive Order 14008: "Tackling the Climate Crisis at Home and Abroad" establishes the Justice40 Initiative, which sets a goal that 40 percent of the overall benefits of certain Federal investments flow to disadvantaged communities. Pursuant to this effort and to maximize the number of NFIP-insured properties receiving assistance in accordance with 44 C.F.R. § 77.4(a), FEMA will use the Climate and Economic Justice Screening Tool (CEJST) to identify properties located in a Justice40 community, also referred as a disadvantaged community, in order to prioritize assistance for those communities. Applicants and subapplicants should also undertake ongoing and meaningful community engagement in the implementation of Justice40 to identify and design efforts that will prioritize and maximize benefits for disadvantaged communities through the implementation of these projects. To help realize these benefits, applicants and subapplicants could also consider including local and economic hiring practices or contracting with small, disadvantaged businesses rooted in disadvantaged communities to help implement the work that will be conducted.

FEMA may select a subapplication out of prioritized order or rolling order based on one or more of the following factors:

- Availability of funding
- Duplication of subapplications
- Program priorities and policy factors
- Other pertinent information, such as flood insurance claims history, substantial damage status, structure value, etc.

Subapplications that have made it through the selections process but will not be funded due to the limited availability of FMA funding may be reviewed by other FEMA grant programs for eligibility and alternative funding. Additional information may be requested to ensure all applicable programmatic eligibility criteria are met.

b. Selection Status

After the review has been completed as described in Section E, Application Review Information, FEMA will designate the selected project subapplications as one of the following three statuses:

- **Identified for Further Review (IFFR)** – Applicants with project subapplication(s) that are Identified for Further Review that submitted a management costs subapplication in their FMA grant application (see Section D.9 Content and Form of Application Submission) are eligible to receive applicant management costs not to exceed 10 percent of the selected project subapplications.

- **Not Selected** – This means the subapplication is eligible but was not selected due to a lack of available funding under the applicable subtotals.

- **Does Not Meet HMA Requirements –** This means the subapplication does not satisfy the eligibility and completeness requirements.

c. Request for Reconsideration

At its discretion, and at the request of the applicant or subapplicant (through the applicant), FEMA may reconsider a decision regarding any subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of applicant management costs. Applicants must send requests for reconsideration based on technical or procedural error to the FEMA Regional Office within 60 days of the posting of subapplication status. Subapplicants should contact their applicant agency regarding reconsideration requests, so that the applicant may submit it to the FEMA Regional Office on their behalf. Contact information for each State Hazard Mitigation Officer is provided at State Hazard Mitigation Officers | FEMA.gov.

The FEMA Regional Office will review reconsideration requests received from applicants and submit the Regional recommendation to FEMA Headquarters. FEMA Headquarters will make a final determination to overturn or uphold the original decision and send the response to the applicant.

Prior to making an award, FEMA will evaluate applicants to determine the level of risk when there is a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet the expected performance goals. If FEMA determines that a federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the award, as specified in Part VI, Section B: Risk Assessment Prior to PDM and FMA award, of the 2023 Hazard Mitigation Assistance Program and Policy Guide,

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via MT eGrants. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through MT eGrants.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the MT eGrants system.

Funds will remain on hold until the recipient accepts the award through the MT eGrants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

When FEMA obligates funds for a grant to an applicant, the applicant and subapplicant are denoted as recipient and subrecipient, respectively. The recipient and subrecipient agree to

abide by the grant award term and conditions as set forth in the Articles of Agreement provided in the award package. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions.

FEMA or DHS may initiate a formal evaluation of programs, projects, or activities supported by this grant. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant (such as property owners), and providing access to program operating personnel and participants, as specified by the evaluator(s), including after the POP.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders (EO), regulations, and policies, as applicable.

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve structure elevation, mitigation reconstruction, dry floodproofing, new construction, repair of substantial damage or substantial improvement of structures must be elevated or floodproofed, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) "Freeboard Value Approach" (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve structure elevation, mitigation reconstruction, dry floodproofing, new construction, repair of substantial damage or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, *Floodplain Management*, as amended by Executive Order 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input,* and the 2023 Hazard Mitigation Assistance Program and Policy Guide.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, regulations Executive Orders, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. Individual FEMA programs have separate procedures to conduct and document EHP review. Guidance for individual grant programs is available from applicable program offices.

Presidential EO 11988: Floodplain Management and EO 11990: Protection of Wetlands require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an 8-step review process if a proposed action is located in a floodplain or wetland consistent with 44 C.F.R. § 9.6.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Through this NOFO, FEMA is giving notice of projects that may be funded under the FMA program, consistent with the requirements of Section 9.8. The public is invited to participate in the process of identifying alternatives to locating a proposed project in the floodplain or wetland and analyzing the impacts of the alternatives on the floodplain or wetland. Comments may be provided by emailing ehphelpline@fema.dhs.gov within 15 days of its issuance. While analyzing alternatives, FEMA may determine there are no practicable alternatives to carrying out the proposed work within the floodplain or wetland. Relocating facilities may not be practicable and would adversely impact affected communities socially and economically.

In addition, no alternative actions may be practicable that serve the same purpose and have less potential to affect or be affected by the floodplain. The no action option would not be appropriate as it would fail to meet the purpose and need of the community. In the course of developing project proposals, subsequent public notices will be published, if necessary, as more specific information becomes available.

d. Construction Project Requirements

Acceptance of federal funding requires FEMA, the recipient, and any subrecipients to comply with all federal, state, and local laws and regulations prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

- Any change to the approved scope of work will require re-evaluation by FEMA for compliance with the NEPA and other laws and Executive Orders.
- If ground-disturbing activities occur during construction, the recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the recipient and FEMA.
    - All mitigation projects must be in conformance with flood insurance requirements. This means that: (a) the project must be in a jurisdiction participating in the National Flood Insurance Program (NFIP); and (b) the property owner(s) must obtain and maintain NFIP flood insurance policy for the life of the structure, regardless of transfer of ownership, in an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the mitigated property, whichever is less.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. Financial Reporting Requirements

I. Federal Financial Report (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Recipients must file the FFR electronically using the Payment and Reporting Systems (PARS).

II. FFR Reporting Periods and Due Dates

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30

April 1 – June 30	July 30
July 1 – September 30	October 30

b. Programmatic Performance Reporting Requirements

I. PERFORMANCE PROGRESS REPORT (PPR)

In addition to the FFR reports, Recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Performance Report in MT eGrants. The Quarterly Performance Reports must be submitted electronically in FEMA's grant application system throughout the period of performance, even for periods where no grant Award activity occurs. Reports are due within 30 days from the end of the first federal quarter following the initial grant Award and within 30 days after every subsequent quarter until the grant ends.

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
v. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must

provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives.

Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

By accepting the award, all recipients agree to participate in monitoring or an evaluation of this grant, which may include analysis of the impact and providing access to program operating personnel and participants, as specified by the evaluator(s). FEMA, through the FMA program, encourages investments to protect communities and infrastructure. As part of performance evaluation and monitoring efforts, FEMA will conduct a series of grant effectiveness and cost-effectiveness case studies jointly with FMA recipients to highlight how recipients and subrecipients have used the FMA funds to increase resilience from natural hazards in their jurisdictions.

FEMA will not provide additional federal funding in the event of a cost overrun.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

General questions about the FMA program can be directed to the appropriate FEMA Regional Office or State Hazard Mitigation Officers. Contact information for FEMA Regional Offices is provided at https://www.fema.gov/about/contact. Contact information for the State Hazard Mitigation Officers is provided at https://www.fema.gov/state-hazard-mitigation-officers.

The HMA Helpline is available by telephone 1-866-222-3580.

For questions about cost-effectiveness and FEMA's BCA software, contact the BC Helpline by telephone 1-855-540-6744 or email BCHelpline@fema.dhs.gov.

The Feasibility and Effectiveness Helpline is available for guidance on FEMA Building Science publications by email FEMA-BuildingScienceHelp@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available by telephone 1-866-222-3580 or email ehhelpline@fema.dhs.gov.

Resources and job aids intended to help prepare applications and subapplications are available on FEMA's Hazard Mitigation Assistance webpage at https://www.fema.gov/grants/mitigation.

FEMA publications that specify the documentation and information necessary for FEMA to review project subapplications for feasibility and effectiveness, cost-effectiveness, and potential impacts on environmental and cultural resources are available on the FEMA website at https://www.fema.gov/grants/guidance-tools.

b. FEMA Grants News

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants Information Desk can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. FEMA Regional Offices

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution FMA Swift Current. The Regions also provide technical assistance to FMA Swift Current.

FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts.

d. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. Environmental Planning and Historic Preservation

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. Payment and Reporting System (PARS)

FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

b. Mitigation eGrants (MT eGrants)

For technical assistance with the MT eGrants, please contact the Mitigation eGrants Helpdesk at mtegrants@fema.dhs.gov.

Information, training and resources on MT eGrants are available on the FEMA website at https://www.fema.gov/grants/mitigation/mitigation-egrants-system-resources. Frequently asked question can be found at https://www.fema.gov/sites/default/files/2020-08/fema_mt-egrants-frequently-asked-questions_support_document_March_2018.pdf.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate

based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting the project(s) goals. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Regional Office and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Regional Hazard Mitigation Assistance Specialist as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the application and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time.

Based on sufficiency of justification, the FEMA Regional Administrator can issue up to two extensions of the POP for up to 12 months each.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, Tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or

regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, Tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

d. Prohibition on Use of Funds to Support or Oppose Union Organizing

A recipient or subrecipient may not use federal grant funds or funds used to meet a cost share requirement to support or oppose union organizing. Using grant or cost share funds to hire unionized workers does not constitute a violation of this prohibition on use of funds to support or oppose union organizing.

I. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, Tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;

- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, Tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Regional Grants Management Specialist.

e. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. FEMA Financial Assistance Programs for Infrastructure *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and OMB

MemorandumM-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Section 70914 of BABAA requires all federal agencies, including FEMA, to ensure that none of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States. For FEMA financial assistance programs, these requirements apply to new infrastructure awards made on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards on or after January 2, 2023.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

To ensure compliance with BABAA, all recipient and subrecipient contracts under FEMA infrastructure awards must include a contract provision explaining the BABAA requirements and a self-certification where the contracts can certify compliance with the domestic preference requirements, unless the BABAA requirement is waived by FEMA. Please see Buy America Preference in FEMA Financial Assistance Programs for Infrastructure FEMA Interim Policy #207-22-0001.

a. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

1) Applying the domestic content procurement preference would be inconsistent with the public interest.

2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.

3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

Prior to requesting a waiver, recipients and subrecipients should consider whether a FEMA approved general applicability waiver applies to their projects. The term "general applicability waiver" refers to a waiver that applies generally across multiple awards and do not require a separate application or approval by FEMA prior to use. These may cover categories of products known to be unavailable domestically or are intended to ease the burden of compliance. For a list of FEMA's general applicability waivers, and for additional information on FEMA's process for requesting a project-specific waiver from the Buy America preference requirements, please see FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

b. Definitions

For BABAA specific definitions, please refer to the FEMA Buy America website at: "Programs and Definitions: Build America, Buy America Act | FEMA.gov."

c. Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

8. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).

- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

An eligible applicant, subapplicant, recipient, or subrecipient may request an appeal of a remedy FEMA has taken for noncompliance with federal statutes, regulations, or the terms and conditions of the award that results in suspension or termination of all or part of the award. The appeal must be submitted according to the following procedures:

- For remedies FEMA has taken for noncompliance, the appeal must contain documented justification supporting the appellant's position, specify the monetary

figure in dispute, and identify the provisions in federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.

The applicant, subapplicant, recipient, or subrecipient will be notified in writing of the disposition of the appeal or the need for additional information. All appeal decisions are final.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements.”

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit

findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

For FY 2023 FMA Swift Current, FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. For additional information, refer to https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, Tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Extraordinary Circumstances

Applicants and subapplicants must have a FEMA-approved current hazard mitigation plan at the time of application submission and at the time of the award; hazard mitigation plans pending adoption is not sufficient. The FEMA Regional Administrator may grant an exception to the local mitigation plan requirements in extraordinary circumstances when the appropriate justification is provided.

Extraordinary circumstances exist when FEMA or the applicant determine that the proposed project is consistent with the priorities and strategies identified in the state or Tribal (standard or enhanced) mitigation plan and that the jurisdiction meets at least one of the criteria below:

- The jurisdiction meets the small and impoverished communities as defined in 44 C.F.R. 201.2.
- The jurisdiction has been determined to have had insufficient capacity because of lack of available assistance, staffing or other necessary expertise to satisfy the mitigation planning requirement prior to the current disaster or application deadline
- The jurisdiction experienced significant disruption from a declared disaster or another event that impacts its ability to complete the mitigation planning process prior to award or final approval of a project award.
- The jurisdiction does not have a mitigation plan for reasons beyond the control of the state, federally recognized Tribal government or local community, such as Disaster Relief Fund restrictions, that delay FEMA from granting a subaward prior to the expiration of the local or Tribal mitigation plan.

The applicant must provide written justification that identifies the specific criteria from the above list and explains why the jurisdiction will be able to have a plan both approved by FEMA and adopted by the jurisdiction within 12 months. The justification must identify the specific actions or circumstances that have eliminated or will eliminate the deficiency that prevented the jurisdiction from previously having an approved plan. The justification must clearly demonstrate how the above circumstances impacted the community beyond just stating the above circumstances.

If FEMA grants an extraordinary circumstances exception, a local or Tribal mitigation plan must be approved by FEMA within 12 months of the award of the project subaward to that community. The recipient must acknowledge in writing to the Regional Administrator that the jurisdiction will complete a plan within 12 months of the subaward. The recipient must provide a Compliance Action Plan for completing the local or Tribal mitigation plan, including milestones and a timetable, to ensure the jurisdiction will complete the plan in the required time. This requirement must be incorporated into the award. If a plan is not provided within this time frame, the project subaward will be terminated, and any costs incurred after notice of subaward termination will not be reimbursed by FEMA. FEMA must notify the

recipient of the subaward termination. For more information on award termination, refer to Part 8 of the HMA Guide.

If the mitigation plan is not approved by FEMA within 12 months of the award, and if the subaward also involved a mitigation planning award, FEMA should notify the recipient of its failure to meet the additional specific award or subaward conditions and request that the issue be corrected following remedies for non-compliance procedures in Part 8 of the HMA Guide. If compliance cannot be achieved, FEMA will apply a remedy action to the planning subaward to address the non-compliance and may, as a result, withhold assistance, recoup assistance, suspend or terminate the planning subaward.

14. Integrating Mitigation and Planning

In addition, SLTTs are encouraged, but not required, to pursue hazard mitigation projects with co-benefits that advance shared outcomes for economic, environmental, and social resilience. Alignment with SLTT planning mechanism (economic development, housing, comprehensive plans, transportation plans, floodplain ordinances, etc.) and vice versa is vital to build safer, more resilient, equitable communities. This two-way exchange of information supports community-wide risk reduction, both before and after disasters occur. Not only will the community's planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms. Additional information on Plan Integration can be found at Implement, Integrate and Maintain Mitigation Planning Activities | FEMA.gov,

Guides to Expanding Mitigation | FEMA.gov, and https://planning.org/nationalcenters/hazards/.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G1
2023-2053

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Roll Call

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/A

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G2
2023-2054

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: BULK APPROVALS - COMMISSIONER LINCOLN: I will read the agenda number of those Monroe County Land Authority items proposed to be passed in bulk. If a commissioner, staff member, or any member of the public wishes that item to be withheld, please indicate at the time the Land Authority item is called and it will be held aside. I move the following items be approved in bulk.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/A

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G3
2023-2055

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of the minutes for the January 31, 2024 meeting.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

LAmin24-01-31.pdf

FINANCIAL IMPACT:
N/A

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
GOVERNING BOARD

January 31, 2024 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Wednesday, January 31, 2024. The meeting was a hybrid format with the Governing Board members assembled at the Marathon Government Center located at 2798 Overseas Highway Marathon, Florida. Some members of the public participated via Communications Media Technology (CMT) using a Zoom Webinar platform, while other members of the public attended the meeting in person. Chairman David Rice called the meeting to order at 9:25 AM.

G-1 Roll Call. Present and answering roll call, in addition to Chairman David Rice, were Commissioner Craig Cates, Commissioner Michelle Lincoln, Commissioner Holly Raschein, and Commissioner Jim Scholl. Attending the meeting in person was Executive Director Christine Hurley. Attending via CMT were Senior Property Acquisition Specialist Mark Rosch, Property Specialist Dina Gambuzza, Office Manager John Beyers, and Counsel Greg Oropeza.

G-2 Bulk Approvals. A motion was made by Commissioner Lincoln and seconded by Commissioner Scholl to approve items G.3 though G.15.

G-3 Approval of the minutes for the December 13, 2023 meeting.

G-4 Monroe County Land Authority Executive Director Monthly Report for January, 2024 (through December 31, 2023).

G-5 Review of MCLA expenses for the time period of 12/1/23 through 12/31/23.

G-6 Approval of a contract to purchase Tier 1 property for conservation - Parcels 11 and 13 on Little Knockemdown Key near mile marker 25 from Donald J. Nelson and Mary Ann Nelson, formerly known as Mary Ann Hanifan for the price of $200,000.

G-7 Approval of a contract to purchase Tier 2 property for conservation - Block 4, Lots 20 and 21, Doctors Arm First Addition on Big Pine Key near mile marker 30 from Deborah J. Casino, Personal Representative of the Estate of Betty Lou Bruner a/k/a Betty Lou Shrouder for the price of $140,000.

G-8 Approval of a contract to purchase Tier 1 property for conservation - Block 19, Lot 10, Port Pine Heights 1st Addition on Big Pine Key near mile marker 30 from Tailored Homes, LLC for the price of $55,000.

G-9 Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described by metes and bounds (Parcel ID# 00118300-000000) on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of $55,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Resolution 01-2024]

G-10 Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described by metes and bounds (Parcel ID# 00114000-000000) on Ramrod Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of $320,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Resolution 02-2024]

G-11 Approval of the First Amendment to Option Agreement for Sale and Purchase to sell pre-acquired Florida Forever land described as Lots 1 and 2, Block 1; Lots 1 through 10, Block 3; Lots 1 through 12, Block 4; Lots 1 through 6, Block 5; and Lots 1 through 6, Block 6, Marion Park on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida extending the Option Expiration Date to March 22, 2024.

G-12 Approval of the 2024 Land Authority Acquisition List.

G-13 Approval of a resolution of the Monroe County Comprehensive Plan Land Authority committing to encumber up to $2,240,000 for a zero interest 50-year affordable housing construction loan for hard construction costs for development of 56 affordable rental units on property legally described as A Portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores, Section F (PB 6-9) as shown in Exhibit A and Exhibit B with Parcel ID#00166976-011300 and Parcel ID#00166976-011400 subject to a Land Use Restriction Agreement (LURA). [Resolution 03-2024]

G-14 Approval of a professional services agreement with Hana Eskra, Consultant, in an amount up to $49,999.00 to assist Monroe County Comprehensive Plan Land Authority staff with review of affordable housing projects seeking funding from the Authority.

G-15 Approval of a Resolution of the Monroe County Comprehensive Plan Land Authority regarding the execution of all warrants, legal documents and papers, and other instruments on behalf of the Land Authority. [Resolution 04-2024]

There being no objections, the motion carried (5/0).

There being no further business, the meeting was adjourned at 9:27 AM.

Minutes prepared by: _____

Christine Hurley
Executive Director

Approved by the Board on: _____

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
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Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G4
2023-2056

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurely

AGENDA ITEM WORDING: Monroe County Land Authority Executive Director Monthly Report for February 2024 (through January 31, 2024).

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Monthly Report.pdf

FINANCIAL IMPACT:
N/A

MEMORANDUM

Office of Monroe County Land Authority

TO: Board of County Commissioners

FROM: Christine Hurley, AICP
Executive Director

DATE: February 21, 2024

SUBJECT: Monroe County Land Authority (MCLA) & County Monthly Acquisition/Disposition Report ending – January 31, 2024
*Certain programs may not be reporting as of this date because of the way their revenues are collected

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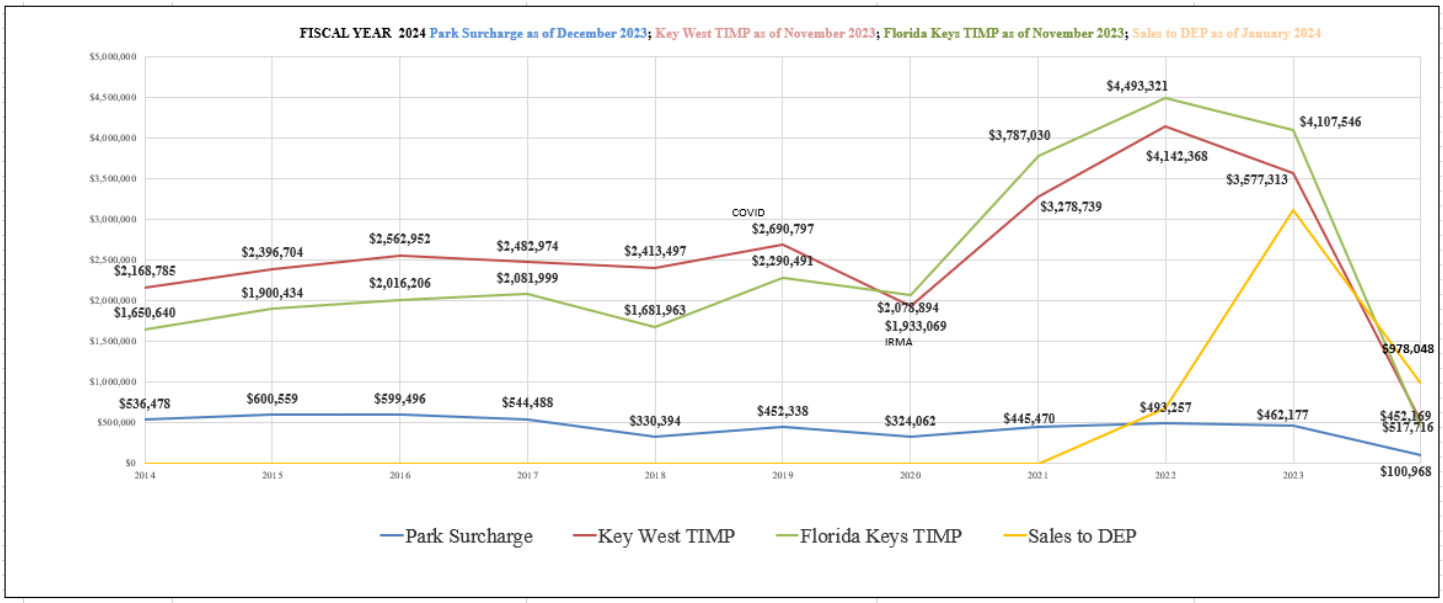
MONTHLY ACTIVITY REPORT

The MCLA receives recurring revenue for property acquisitions from two primary sources. Pursuant to section 380.0685, Florida Statutes, the Authority receives a **park surcharge** on admission and overnight occupancy at state parks within the unincorporated area of Monroe County and pursuant to section 125.0108, Florida Statutes, and sections 23-178 and 23-179, Monroe County Code, the Authority receives a 50% share of the 1% **tourist impact tax** charged on lodging in the Keys.

In addition to these recurring revenues, the Authority has received land acquisition grants from the State of Florida and the US Army Corps of Engineers in past.

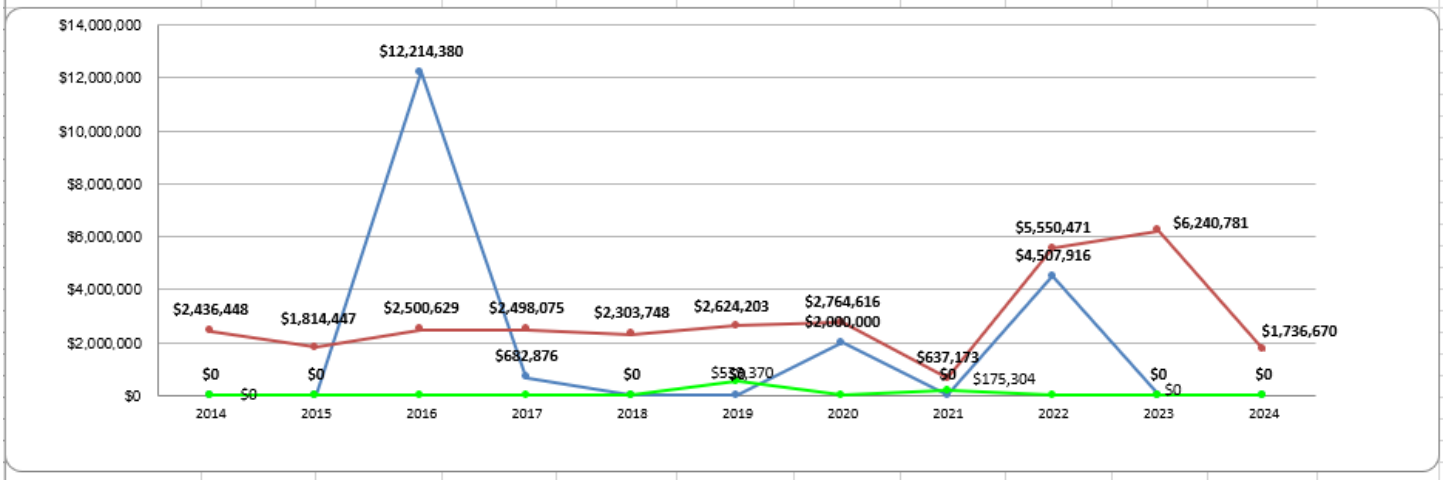
Beginning in FY22, MCLA has successfully worked with the Florida Department of Environmental Protection (FDEP) to allow MCLA to pre-acquire lands within Florida Forever and then resell the parcels to the State of Florida. The chart demonstrates the "revenue" MCLA is receiving as FDEP purchases the land from MCLA. The goal is for MCLA to sell $5 Million of land per year to FDEP, based on the Stewardship Bill. This is explained in more detail in the report.

The following chart demonstrates the previous 10 years of park surcharge and tourist impact tax revenue for the MCLA with the addition of the **FDEP resales**.



Monroe County Land Authority Expenditures - 10 Years Historic Data

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Key West	$0	$0	$12,214,380	$682,876	$0	$0	$2,000,000	$0	$4,507,916	$0	$0
Florida Keys	$2,436,448	$1,814,447	$2,500,629	$2,498,075	$2,303,748	$2,624,203	$2,764,616	$637,173	$5,550,471	$6,240,781	$1,736,670
ROGO Reserve	$0	$0	$0	$2,000	$0	$539,370	$0	$175,304	$0	$0	$0



The MCLA manages the following programs, of which, progress is being reported as follows:

- MCLA Acquisitions/Dispositions
  - City of Marathon
  - Village of Islamorada
- Density Reduction Acquisition Program
- Less Than Fee Acquisition Program
- Code Compliance Foreclosure Properties Reuse
- Affordable Housing
- Community Development Block Grant – Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program
- Florida Forever Program
- Density Reduction Resale Program
- Conservation Land Stewardship Program
- Hazard Mitigation Grant Program (HMGP) Acquisition and Demolition
- Hazard Mitigation Grant Program (HMGP) Elevation
- Flood Mitigation Assistance (FMA) Elevation
- Flood Mitigation Assistance (FMA) Acquisition and Demolition
- Flood Mitigation Assistance (FMA) Mitigation Reconstruction

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MCLA Acquisitions / Dispositions Contact: Mark Rosch 305-295-5180

The following table summarizes all acquisition projects where MCLA has acquired or assisted in the acquisition of real property interests since MCLA's first acquisition in Fiscal Year 1988 through Fiscal Year 2023.

All Projects By Type
FY 1988 - FY 2023

Project Type	Transactions	Parcels	Acres	Units	MCLA Expenditures
Conservation	1,727	4,704	4,083	0	$57,737,736
Density Reduction - FS	22	25	5	0	$0
Density Reduction - LTF	67	83	11	0	$0
Density Reduction - VHBP	16	18	4	0	$0
Affordable Housing	78	168	111	1,317	$57,788,286
Recreation	30	156	126	0	$7,276,697
Solid Waste	1	4	74	0	$2,212,500
Total	1,941	5,158	4,414	1,317	$125,015,219

The following budget outlook table demonstrates land the MCLA is currently working on acquiring or selling January 1, 2024 through January 31, 2024:

Budget Outlook as of 1/31/24

Inside Key West	
FY 24 Budget for general acquisitions	
Key West ACSC	$15,850,058
FY 24 Expenditures to date	$0
FY 24 Encumbered by MCLA Resol	$0
	$0
FY 24 Potential Encumbrances	($4,928,500)
Bahama Villiage Lofts Resol 22-290	($4,028,500)
Bahama Villiage Lofts Resol 23-891	($900,000)
FY 24 Potential Balance	$10,921,558

Outside Key West - General Acquisitions	
FY 24 Budget for general acquisitions	
FL Keys ACSC	$14,082,194
FY 24 Expenditures to date	($1,736,670)
Ruiz Trust/Sugarloaf Key Acreage	($57,297)
Lima/Cahill Pines and Palms	($91,490)
Luong/Palm Villa	($762,063)
Velez/Eden Pines Colony 1st Addition	($76,220)
Sakowski/Ramrod Key Acreage	($130,181)
Clancy/Ramrod Shores First Addition	($448,273)
Weinstein/Pine Key Acres	($68,559)
Yingst/Big Pine Key Acreage	($82,433)
Boyd/Ramrod Shores First Addition	($20,155)
FY 24 Encumbered/Under contract	($2,503,817)
HFHLK/Dorn Road - Rainbow Beach	($21,301)
Pass/Marion Park (2 lots)	($51,273)
Southernmost Homes/Cutthroat Harbor Estates 1st Add	($71,638)
Scorza/Summerland Estates Re-Subdivision No. 2	($219,286)
Singer Trust/Amended Plat of Flamingo Island Estates	($20,345)
Nelson/Little Knockemdown Key	($202,056)
Shrouder/Doctors Arm First Addition	($142,761)
Tailored Homes, LLC/Port Pine Heights 1st Addition	($56,289)
Ansell/Southern Pines and Crains	($72,388)
Novacek/Summerland Estates Re-sub No. 2	($117,636)
L.J. Gators, LLC/Hibiscus Park	($539,111)
GillenHogan/Burton's Addition to Tavernier	($989,736)
FY 24 Potential Balance	$9,841,707

Outside Key West - MCLA Pre-Acquired to State of Florida	
FY 24 Revenue to date	$978,045
Suarez/Big Pine Key, Inc.	$99,496
Quincoses/Amended Plat of Key Largo Park	$89,496
HFHLK Rocky Road/Sugarloaf Key	$187,496
Specht/Palm Villa	$49,496
HFHLK/Cudjoe Acres	$66,696
LopezRaymond/Thompsons	$18,496
HFHLK Kings Row/Sugarloaf Townsite	$24,496
GonzalezMY/N Sugarloaf Acres Sec 1	$66,696
McSwain/Piney Point	$118,496
HFHLK Mad Bob Road/Sugarloaf Acres Section 2	$91,496
Nall/Bay Haven Section 2	$49,496
Page/Port Pine Heights 2nd Addition	$49,496
GilBessonValdivia/Cudjoe Acres	$66,696
FY 24 Future Sales to DEP under Contract	$807,000
* Little/Eden Pines Colony	$50,000
* Pass/Marion Park (36 lots)	$300,000
* Weiss/Bay Haven Section 1	$25,000
* Albury/Rainbow Beach	$57,000
* HFHLK Biggar/Ramrod Key Acreage	$320,000
* Ruiz Trust/Sugarloaf Key Acreage	$55,000
FY 24 Est. Future Sales to DEP NOT under Contract	$2,040,200
* HFHLK Dorn Road/Rainbow Beach	$19,000
* Tropical Isles, Inc./Long Beach Estates	$440,000
* Atkinson/Sugarloaf Key Acreage	$600,000
* Yingst/Big Pine Key Acreage	$80,000
* Luong/Palm Villa	$250,000
* Sakowski/Ramrod Key Acreage	$125,000
* Weinstein/Pine Key Acres	$67,200
* Boyd/Ramrod Shores First Addition	$19,000
* Nelson/Little Knockemdown Key	$200,000
* Tailored Homes, LLC/Port Pine Heights 1st Addition	$55,000
* Ansell/Southern Pines and Crains	$70,000
* Novacek/Summerland Estates Re-sub No. 2	$115,000

* Estimated Sale Price

Outside Key West - ROGO Reserve Fund	
FY 24 ROGO Reserve	
FL Keys ACSC	$3,293,248
FY 24 Expenditures to date	$0
FY 24 Encumbered/Under contract	($125,711)
Rothdeutsch/Tropical Bay 3rd Addition	($123,811)
Fried/Harris Ocean Park Estates	($1,900)
FY 24 Potential Balance	$3,167,538

General Reserves	
FY 24 Contingency	$500,000
FY 24 End of Year Cash	$500,000

State of Florida Acquisitions	
FY 24 Revenues for acquisitions	
Florida Forever/Stewardship Goal	**$5,000,000**
FY 24 Expenditures to date	$0
FY 24 Balance based on Revenue to date	**$4,021,955**

MCLA Acquisitions – City of Marathon Contact: Mark Rosch 305-295-5180

The City of Marathon passed resolutions 2016-48 which requested the purchase of 432 parcels, mostly on the Florida Forever list and they have agreed to maintain any purchase made by the MCLA within the City of Marathon if MCLA purchases them and the State of Florida Department of Environmental Protection does not purchase them after they are pre-acquired. They have also provided back up data and analysis of habitat, density, and Transfer of Development Rights information for the 432 parcels. This is used for appraisals when pursuing purchases. On 12/12/23, Marathon Council approved an Interlocal Agreement between Marathon and MCLA to allow them to fund purchases over and above appraised value or outright purchases, with Land Authority staff acting as agents. The MCLA Governing Board approved the agreement on 12/13/23.

MCLA Acquisitions – Village of Islamorada Contact: Christine Hurley 305-295-5180

The Village of Islamorada passed Resolution 23-02-11 which requested the purchase of 68 parcels within the Village of Islamorada, wholly within the Florida Forever list and they have agreed to maintain any purchase made by the MCLA within the Village of Islamorada if MCLA purchases them and the State of Florida does not purchase them after they are pre-acquired. The resolution also provides acreage, assessed values, zoning, development rights, and habitat information useful to appraisers. Land Authority staff are working on several purchases with Islamorada. Islamorada also passed Resolution 23-07-59 adding additional land to their acquisition priorities. On 12/12/23, Islamorada Council will review a proposed Interlocal Agreement between Islamorada and MCLA to allow them to fund purchases over and above appraised value or outright purchases, with Land Authority staff acting as agents. The MCLA Governing Board approved the agreement on 12/13/23.

Density Reduction Acquisition Program Contact: Neecie Scull 305-295-5180

The Density Reduction Program goal is to purchase lands that do not consist of significant habitat for the purpose of retiring the associated density (Transferable Development Rights or TDRs).

Since 2016 through the end of FY 23, the BOCC has purchased 25 density reduction properties at a cost of $1,633,563.

FY 24 Progress: At the January 31, 2024, BOCC meeting one additional density reduction property was approved for purchase. It is anticipated to close this month. One contract is pending approval at the February 21, 2024, BOCC meeting.

Less Than Fee Acquisition Program Contact: Neecie Scull 305-295-5180

The Less than Fee Program's goal is to purchase Development Rights from owners of lots zoned IS, IS-M and URM adjacent to the seller's primary residence. Property owners can continue to use the land for accessory, non-habitable space structures permitted by county land use regulations, such as a pool, open yard, or garage.

Since 2016 through January 31, 2024, the County acquired 89 Less than Fee Development Rights from 89 lots and spent a total of $4,588,318.50.

Less Than Fee Acquisitions by Year	
Year	Number of Lots
2018	3
2019	47
2020	**23**
2021	**2**
In response to the pandemic, LTF activities were suspended in April 2020, and authorized to resume in October 2021.	
2022	3
2023	4
2024 YTD	7
Total:	**89**

FY 2024 Progress: As of January 31, 2024, there have been:

- 13 contracts signed by Sellers,
- 12 contracts approved by the Board, and
- 6 contracts closed.

Code Compliance Foreclosure Properties Reuse Contact: Christine Hurley 305-295-5180

The Monroe County Code Compliance Department forecloses on long term code liens through a process designated by the County Commission. After foreclosure, the land may be suitable for multiple uses within County Departments or may also be useful for conservation purposes or density reduction. It could also be eligible for the resale program. Because the Land Authority manages several of these programs on behalf of the County, recently the County Commission agreed through interlocal agreement to have the Land Authority coordinate the review and use of these sites.

Affordable Housing Contact: Christine Hurley 305-295-5180

Key West

Peary Court – MCLA assisted in this project by providing $12.5 million to maintain affordable housing. Recently KWHA provided a report indicating that some of the units did not meet the MCLA affordability criteria. In other words, the family income exceeds the maximum allowed income. MCLA staff, working with legal counsel, wrote a memorandum to Key West staff explaining non-compliance issue and correspondingly wrote a letter to the owner notifying him of the 4 non-compliant units and explaining that the leases of those 4 units should not be renewed unless the families occupying the units meet the income requirements found in the Statues. MCLA staff met with Peary Court owners and their attorney, and they have proposed a revision to the deed restriction that would allow them to use three new code provisions the City of Key West adopted into their most recent Land Development Code, since the original deed restrictions were put in place in 2016. MCLA staff requested the property owners seek a resolution of support from the City of Key West Commission related to this request, prior to it being brought to the MCLA Governing Board. Key West staff have indicated they expect this to be reviewed by the Key West Commission in February 2023. The three changes would allow Peary Court units to be:

In summary, generally, these changes allow:

- Income to be qualified by counting individual income (in the case of roommates), with a caveat that the grand total of all income must still be below the Land Authority maximum income of 160% of area median.

- Units to be rented to Monroe County residents (either already as residents or those moving into the County for work) as evidenced by driver's license, voter registration, and an employer verification as opposed to proving 70% of income is earned through employment within Monroe County

- Units to be rented to income qualified workers within Monroe but allow them to remain tenants if they retire or become disabled.

Monroe County

12 Scattered Sites – Monroe County partnered with MCLA and MCLA purchased 12 scattered sites, primarily on Big Pine, with one site on Little Torch. These properties were submitted by Monroe County Housing Authority (MCHA) for reimbursement of land acquisition funding through FHFC. MCHA also applied for $4,696,591 in construction funding. The cost of construction has increased since the grant applications and therefore, the MCLA approved a resolution to forgive the total amount ($1,353,989) of the land acquisition grant so those funds can be used for construction. Monroe County Land Authority staff requested an affordable ROGO allocation be reserved for one of the scattered sites on Little Torch, so the market rate unit associated with the property can be turned back into the County for administrative relief. That was approved on the September 2022 BOCC agenda. The project was approved for funding by the FHFC Board in August 2022. The MCHA purchased the sites from the MCLA March 31, 2023. A groundbreaking ceremony was held on April 27, 2023 and a Grand Opening was held on November 1, 2023, when the first three units were completed. As of today, four units have received certificates of occupancy, and three of the four are occupied with tenants. MCHA expects to receive two more certificates of occupancy this month, bringing the total complete to six, with all the remaining units (6) expected to be finished during the first quarter of 2024. All units are 2 bedroom/1 bath single-family homes with rents ranging from $397 to $1,740 per month. All units are built to Florida Green Building standards.

LOWER KEYS SCATTERED SITES

EQUAL HOUSING OPPORTUNITY





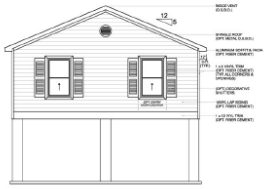
THE ADDRESSES	
30 SANDS ROAD	BIG PINE KEY
31235 AVENUE E	BIG PINE KEY
31059 AVENUE G	BIG PINE KEY
301 COUNTY RD	BIG PINE KEY
31481 AVENUE C	BIG PINE KEY
31566 AVENUE B	BIG PINE KEY
31067 AVENUE G	BIG PINE KEY
31423 AVENUE G	BIG PINE KEY
31441 AVENUE G	BIG PINE KEY
31247 AVENUE G	BIG PINE KEY
31063 AVENUE E	BIG PINE KEY
28279 JULIA AVENUE	LITTLE TORCH KEY

Lower Keys Scattered Sites is a new development of 12 deed-restricted workforce affordable 2-bedroom/1-bathroom single-family homes on 11 single-family lots scattered throughout Big Pine Key & 1 single-family lot on Little Torch Key. Two of the 12 homes will be rented to households having incomes at or below 25% of the area median income (AMI), adjusted for family size. The remaining 10 homes will be set aside for occupancy by workforce persons or households having incomes at or below 80% of AMI. All of the homes will feature Green Building amenities.

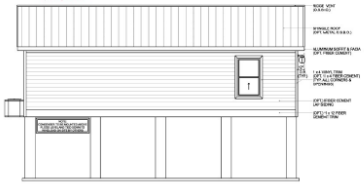




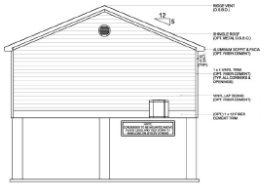
FRONT ELEVATION



LEFT ELEVATION

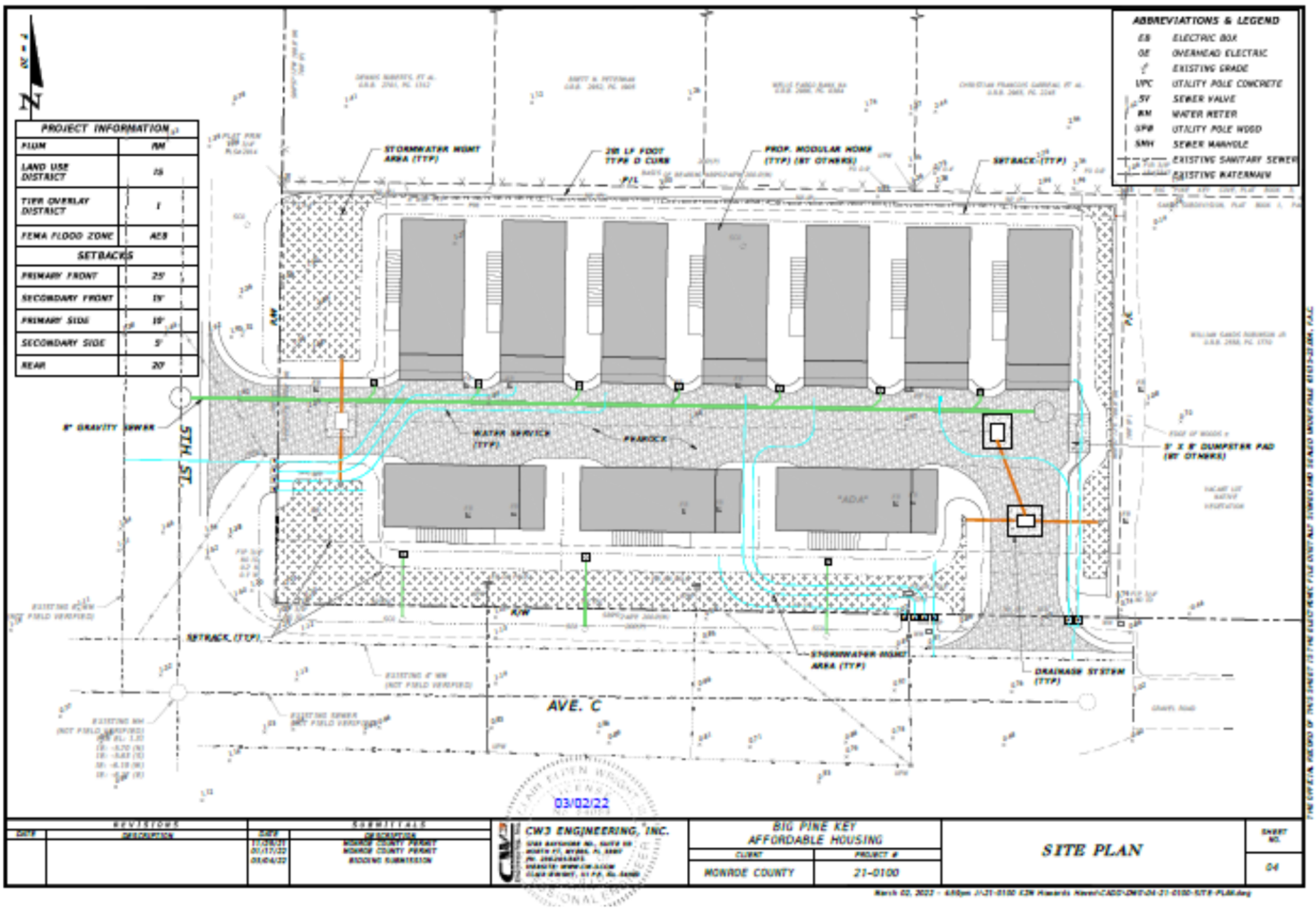


REAR ELEVATION

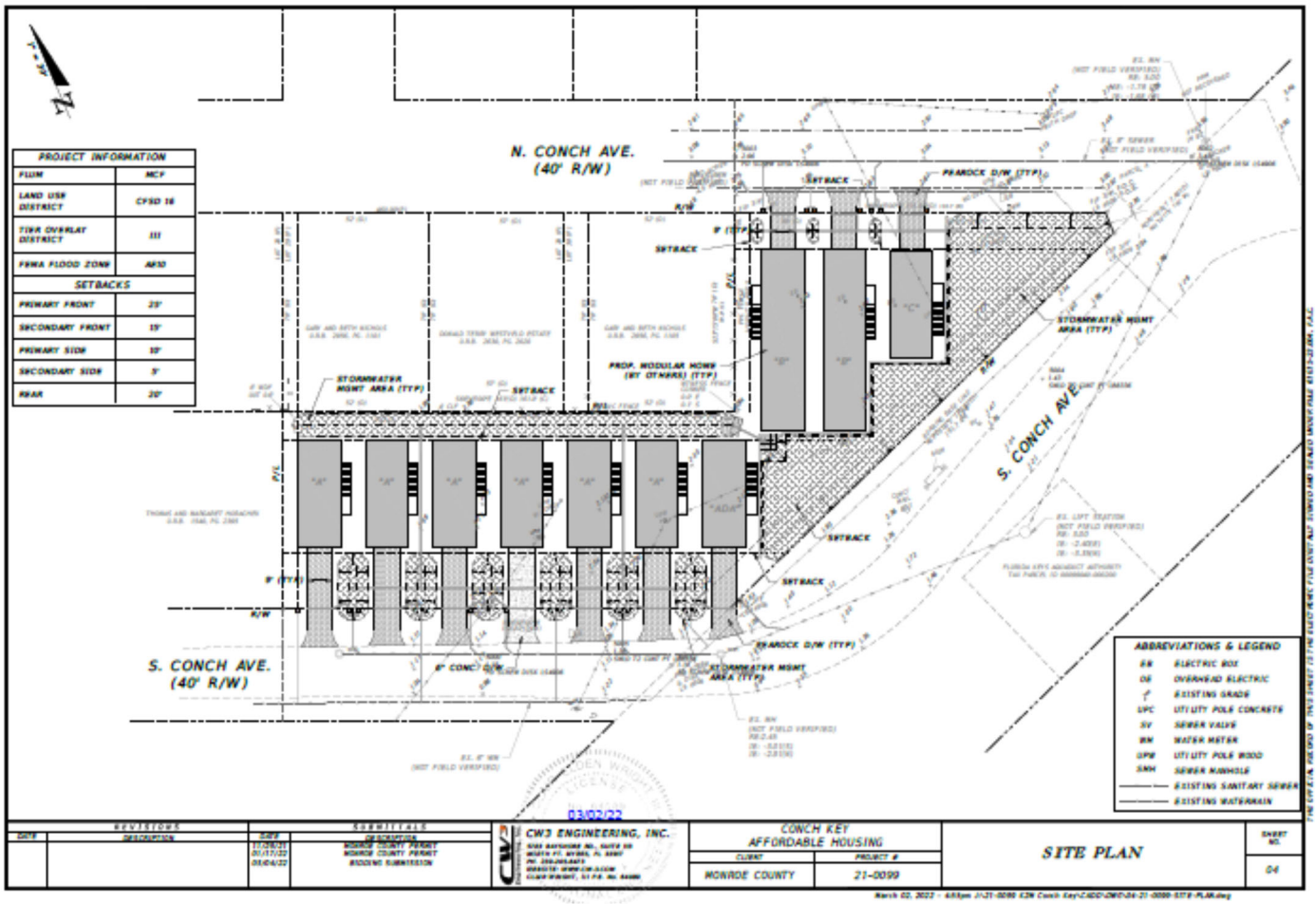


RIGHT ELEVATION

Howards Haven Trailer Park Redevelopment – 10 Units - Monroe County partnered with MCLA and MCLA provided the funding for Monroe County to purchase the Howards Haven Trailer Park land on Big Pine Key. This property was submitted by MCHA for reimbursement of land acquisition funding through FHFC. MCHA also applied for construction funding (a total of $7,099,048 for both Howards Haven and Conch Key [outlined below]). The cost of construction increased since the grant applications and therefore, the BOCC approved a resolution to forgive the total amount ($856,154) of the Howards Haven Trailer Park land acquisition grant so those funds can be used for construction. The project was approved for funding by the FHFC at the October 28, 2022 Board meeting in Tallahassee. MCHA closed on the grant funds in June. The site is currently under construction and all ten modular homes are set on their foundations. All units are 1 bedroom/1 bath stand-alone structures. Site work and finish work on the interiors of the units continues. The expected completion date for this project is June 2024. Rents on these units will range from $300-$1700 per month, but we will wait until completion to get the exact rental rates as rent limits and utility allowances will change prior to completion. All units are built to Florida Green Building standards.



Conch Key Trailer Park Redevelopment - 10 Units - Monroe County purchased the Conch Key Trailer Park land on Conch Key. This property was submitted by MCHA for reimbursement of land acquisition funding through FHFC. MCHA also applied for construction funding (a total of $7,099,048 for both Howards Haven [outlined above] and Conch Key. The cost of construction has increased since the grant applications and therefore, the BOCC approved a resolution to forgive the total amount ($1,000,000) of the Howards Haven/Conch Key Trailer Park land acquisition grant so those funds can be used for construction. The project was approved for funding by FHFC at the October 28, 2022, Board meeting in Tallahassee. MCHA closed on the grant funds in June 2023. This site contains eight (8) 1 bedroom/1 bath and two (2) 2 bedroom/1 bath units. The site is under construction. Foundations are complete. Site work ongoing and we expect delivery of modular units at the end of February 2024. Rents on these units will range from $300-$1700 per month, but we will wait until completion to get the exact rental rates as rent limits and utility allowances will change prior to completion. All units are built to Florida Green Building standards.



Scattered Sites/MC Employee Housing – MCLA presented a chart demonstrating MCLA and County owned parcels for use in the Monroe County Employee Housing Program. BOCC funded $1 Million for construction in FY23 to build 4 housing units. On 1/18/23, MCLA Governing Board approved conveyance of 4 lots on Big Pine Key: (RE# 00300180-000100, 190 Sands Road; RE# 00300180-000200, 180 Sands Road; RE# 00300180-001700, 170 Sands Road; and RE# 00300180-001800, 160 Sands Road) to the County and 1 ROGO exemption from Suarez property to Monroe County for use in this program. County planning staff submitted a minor conditional use application to transfer the market rate ROGO exemptions from their current location to the 4 lots on Big Pine referenced above. This application was heard by the Development Review Committee on March 28, 2023. The ROGO exemptions were transferred to the Sands Road lots and the lots have been conveyed to the County.

Habitat for Humanity (Lower Keys) – MCLA provided a $400,000 loan to Habitat for them to purchase a site to construct 4 affordable housing units.

Habitat for Humanity (Lower Keys) (Conch Republic 4 sites) – MCLA purchased 4 sites for $468,000 with ROGO exemptions to convey to the County. The County can then lease the land to Habitat for redevelopment. Conveyance from Land Authority to County has occurred.

Habitat for Humanity (Lower Keys) requested 4 sites for affordable housing development. MCLA acquired these sites and conveyed them to the Board of County Commissioners. These sites were approved on the 12/13/23 BOCC agenda to lease to Habitat:

- Site 6: RE # 00308490-000000; 31530 Avenue D, (corner of 5th Street and Avenue D); bay side of Big Pine Key near MM 31; Block 22, Lot 11, Big Pine Cove (PB 3-131)
- Site 7: RE #00300250-000000; 30936 Nathalie Street; bay side of Big Pine Key, MM 31; Block 3, Lot 5, Sam-N-Joe Subdivision (PB 3-76)
- Site 9: RE #00222830-000000; 28269 Julia Avenue; MM 28, bay side of Little Torch Key; Block 1, Lot 8, Amended Plat of Ladies Acre.
- Site 10: RE #00222830-000100; Julia Avenue; MM 28, bay side of Little Torch Key; Block 1, Lot 9, Amended Plat of Ladies Acre.

The following sites were also acquired by MCLA and then conveyed to BOCC for Habitat development. These sites are on the 12/13/23 BOCC agenda to lease to Habitat

- RE# 00305070-000000, 31142 Avenue F, bay side of Big Pine Key near mile marker 31, Lot 13, Block 36, Sands Subd. (PB 1-65).
- RE# 00305850-000000, 31371 Avenue F, bay side of Big Pine Key near mile marker 31, Lot 7, Block 41, Sands Subdivision (PB 1-65).
- RE# 00305880-000000, 31372 Avenue G, bay side of Big Pine Key near mile marker 31, Lot 10, Block 41, Sands Subdivision (PB 1-65).
- RE# 00307000-000000; 31250 Avenue I; bay side of Big Pine Key near mile marker 31, Lot 9, Block 49, Sands Subdivision (PB 1-65).

Habitat for Humanity (Middle Keys) requested MCLA purchase a duplex lot for future affordable housing development.

Habitat for Humanity (Upper Keys) requested MCLA purchase 10 lots for future affordable housing development. On the February 21, 2024 Governing Board agenda there are two purchases which will create an opportunity for Upper Keys Habitat to lease, then redevelop with affordable housing, after the MCLA closes on these purchases. MCLA will convey sites to BOCC and then BOCC will lease to Habitat.

Community Development Block Grant / Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program Contact: Cynthia Guerra 305-453-8756

The Voluntary Home Buyout Program (VHBP) goal is to purchase property damaged by Hurricane Irma using a $15 million grant from the State of Florida after Hurricane Irma, to eliminate future flood risk and assist vulnerable populations in low-moderate income areas.

In total, 87 VHBP applications were received by staff and the County's consultants, Tetra Tech. As of January 31, 2024, two VHBP applications were actively being processed, 19 sold their parcels to the County through VHBP closings, and the remaining 66 either voluntarily withdrew or were deemed ineligible. Based on current program participation and data, and assuming remaining parcels in process are acquired by the County, staff has

estimated the county will expend approximately $13 million of the $15 million grant on the parcels with the remaining moneys being used for grant administration. Unless the grant agreement is extended, grant activities need to be completed by the grant agreement deadline of June 3, 2024. Staff have requested a 1 year extension to assure there is time to close out all necessary requirements.

In total, 20 VHBP purchase contracts were approved by BOCC. Nineteen of these transactions have closed, expending a total of $10,080,033.14 for VHBP acquisitions. The 19 transactions have retired 19 development rights (market rate ROGO Exemptions). All of the market rate ROGO Exemptions available from the VHBP transactions are being moved to the Administrative Relief Pool for market rate allocations.

Several acquisitions (closings) were delayed as a result of the DEO monitoring that took place in early 2023. DEO conducted the monitoring with outside consultants, including Horne. The final report was received May 11, 2023, and the report included 3 findings. Staff compiled a response to resolve the findings which was submitted to DEO on June 12, 2023. Since then, Monroe County has been working with DEO to close the findings.

Florida Forever Program Contact: Mark Rosch 305-295-5180

The State of Florida has made substantial investments in the Florida Keys purchasing conservation land pursuant to the Florida Forever Program. This program is administered by the Florida Department of Environmental Protection (DEP). The State has established three Florida Forever projects in the Keys:

- North Key Largo Hammocks
- Coupon Bight / Key Deer
- Florida Keys Ecosystem

As the end of ROGO approaches, the State's long-standing acquisition efforts are essential to reduce future liability. DEP should aggressively pursue land acquisition in the Keys because over 3,500 privately-owned vacant, undeveloped parcels lie within the Florida Forever project boundaries.

The Land Authority is assisting in this effort by serving as a local partner with DEP, pursuant to a memorandum of agreement between DEP and the County. In this role, the Land Authority helps locate suitable properties with willing sellers for DEP, obtains due diligence products for DEP, and pre-acquires conservation land for resale to the State. Since July 1, 2016, with the passage of the Florida Keys Stewardship Bill, DEP has spent approximately $9,963,581 and retired 149.9 development rights as of January 31, 2024.

The goal is for DEP to spend $5 million annually on acquisition in the Florida Forever boundary.

The table below demonstrates the annual expenditures by DEP, since passage of the Florida Keys Stewardship Bill through January 31, 2024:

STATE FISCAL YEAR	STATE PURCHASES FROM PRIVATE SELLERS*	STATE PURCHASES OF PRE-ACQUIRED LAND FROM MCLA*	TOTAL STATE PURCHASES*
2017	$0	$0	$0
2018	$709,246	$0	$709,246
2019	$2,037,381	$0	$2,037,381
2020	$1,177,841	$0	$1,177,841
2021	$695,492	$0	$695,492
2022	$89,732	$607,323	$697,055
2023	$210,828	$2,924,856	$3,135,684

2024	$0	$1,510,882	$1,510,882
TOTAL	$4,920,520	$5,043,062	$9,963,581

*Includes soft costs such as Appraisals, surveying, etc.

Since the goal of DEP spending $5 million annually under the Stewardship Bill has not been achieved by the State making direct purchases from private sellers, Land Authority and DEP staff established a system during 2022 where MCLA pre-acquires land in Florida Forever projects for resale to the State. As of January 31, 2024, this system has successfully resulted in the State purchasing $5,043,062 of pre-acquired property from MCLA since July 1, 2016 and $4,920,520 in direct purchases since July 1, 2016 for a total of $9,963,581. The following demonstrates the pre-acquisitions.

- MCLA/Radenhausen/Port Pine Heights 2nd Addition – Closed $ 46,123
- MCLA/Messera Selman/Cutthroat Harbor Estates – Closed $ 561,200
- MCLA/Carbonell/No Name Key – Closed $ 103,555
- MCLA/Epifano/Crains – Closed $ 38,686
- MCLA/Jattan/Sands – Closed $ 50,752
- MCLA/Koleda/Southern Pines, Kinercha, Sands - Closed $ 979,841
- MCLA/Vero Atlantic 2/Crains - Closed $ 215,891
- MCLA/Ackert - Closed $ 50,752
- MCLA/CarawanHacker – Closed $ 57,507
- MCLA/Coto -Closed $ 20,455
- MCLA/Adams – Closed $ 19,755
- MCLA/Wagner – Closed $ 40,697
- MCLA/Silva – Closed $ 76,747
- MCLA/PilafianHOPE – Closed $ 39,561
- MCLA/Morris – Closed $ 318,065
- MCLA/Alessandrini – Closed $ 129,681
- MCLA/McCullough – Closed $ 126,326
- MCLA/Garcia – Closed $ 97,172
- MCLA/Sea Air Holdings - Closed $ 19,755
- MCLA/DaCosta – Closed $ 233,122
- MCLA/Glidden – Closed $ 51,677
- MCLA/Klimeck – Closed $ 51,677
- MCLA/Knowles -Closed $ 79,322
- MCLA/Valle – Closed $ 20,505
- MCLA/Gerson – Closed $ 51,677
- MCLA/Barnes – Closed $ 51,677
- MCLA/Pilafian KLP – Closed $ 99,539
- MCLA/Murphy – Closed $ 51,677
- MCLA/HFHLK Hilda – Closed $ 16,953
- MCLA/GilC – Closed $ 85,866
- MCLA/Dalsin – Closed $ 173,038
- MCLA/Suarez - Closed $ 113,052
- MCLA/QuincosesRuiz - Closed $ 101,147
- MCLA/HFH Rocky Rd - Closed $ 200,697
- MCLA/Specht - Closed $ 60,925
- MCLA/HFH Cudjoe Acres - Closed $ 81,255
- MCLA/LopezRaymond - Closed $ 20,505
- MCLA/HFH Kings Row - Closed $ 38,820
- MCLA/GonzalezMY - Closed $ 68,973

• MCLA/McSwain - Closed	$ 121,697
• MCLA/HFH Mad Bob Rd - Closed	$ 105,485
• MCLA/Nall - Closed	$ 50,602
• MCLA/Page - Closed	$ 51,677
• MCLA/GilBessonValdivia - Closed	$ 68,973
	$ 5,043,062

The pre-acquisition system is expected to result in considerably more State closings in the near future. As of January 31, 2024, MCLA has either purchased or has a contract to purchase the following properties that are "in the pipeline" for ultimate resale to the State:

- Little/Eden Pines Colony
- Pass/Marion Park (36 lots)
- Weiss/Bay Haven Section 1
- Albury/Rainbow Beach
- HFHLK/Biggar – Ramrod Key Acreage
- Ruiz Trust/Sugarloaf Key Acreage
- HFHLK Dorn Rd/Rainbow Beach
- Tropical Isles, Inc./Long Beach Estates
- Atkinson/Sugarloaf Key Acreage
- Yingst/Big Pine Key Acreage
- Luong/Palm Villa
- Sakowski/Ramrod Key Acreage
- Weinstein/Pine Key Acres
- Boyd/Ramrod Shores First Addition
- Nelson/Little Knockemdown Key
- Tailored Homes, LLC/Port Pine Heights
- Ansell/Southern Pines and Crains
- Novacek/Summerland Estates Re-sub No. 2

Density Reduction Resale Program Contact: Christine Hurley 305-295-5180

The Monroe County Land Authority manages the County's density reduction efforts. When buildable lots are acquired under the Density Reduction Program, they may be resold to homeowners of contiguous properties or to Property Owner Associations, without the ability of the purchaser to ask for a Rate of Growth Ordinance (ROGO) allocation to build a residential unit with all density stripped from the land.

Duck Key

To date, 11 parcels have been resold on Duck Key. They were originally acquired for $927,000 with development rights. The County successfully resold them without development rights for $425,494, an average of $38.681 per Transferrable Development Right (TDR).

The BOCC approved a site on Jamaica for resale, not for a dog park; but for contiguous property owners and the POA. MCLA staff issued written letters to contiguous property owners and the POA soliciting bids for the property. Bids by contiguous property owners or the POA were due back by April 14, 2023. One bid was received from a contiguous property owner for $61,500. Approval to sell the site with a deed restriction was approved on the May BOCC agenda. We are currently working on the transaction.

The County Commission adopted an ordinance establishing a "Resale Program" on January 21, 2022.

Tropical Bay Estates

Following the newly adopted ordinance, the BOCC adopted a resolution authorizing resale of 9 lots in Tropical Bay Estates under this program. Staff issued direct bid notices to the contiguous property owners, as well as the Property Owner Association. Of the 9 lots, staff received 1 bid for one lot, 1 bid for a 2nd lot, and no bids for the remaining 7 lots. Both bids were approved by the BOCC on May 18, 2022. Staff have closed both sales.

Conservation Land Stewardship Program Contact: Beth Bergh 305-289-2511

The Monroe County Conservation Land Stewardship Program manages conservation properties owned by the Monroe County Land Authority as well as those conservation properties owned by the Board of County Commissioners (like lots dedicated to the County for conservation). Additionally, the program manages state-owned conservation properties where the County is the designated land manager, via lease agreements. Currently, the Land Stewardship staff manages approximately 3,939 County parcels (MCLA & BOCC combined) and 663 state-owned parcels.

Management activities on the conservation properties include invasive exotic plant removal, habitat restoration, native planting projects, cleanup of solid waste, and hazard tree trimming.

The following table shows updated land management statistics for the month of September 2023.

MONTH	YEAR	# of BOCC Parcels Managed	Acreage of BOCC parcels	# of MCLA Parcels Managed	Acreage of MCLA Parcels	# of State-owned parcels managed
September	2023	1,187	648	2,752	1,173	663

Hazard Mitigation Grant Program (HMGP) Elevation Contact: Mike Lalbachan 305-453-8796

The HMGP Elevation program goal is to apply for grants on behalf of eligible homeowners to fund elevation of existing homes and bring the finished floor above the minimum flood elevation required, to eliminate future flood risk.

After Hurricane Irma, the County submitted 23 applications for funding for home elevation.

As of August 24, 2022, there were 4 applicants with a total project cost of $756,147.00. The match amount of $189,036.76 would be paid by the applicants.

On December 16, 2022, FEMA approved the grant in the amount of $720,140.00 with a federal share of $540,105.00 and a homeowner share (non-federal cost) of $180,035.00. FEMA also allocated an additional $18,000.00 for management cost for the implementation of the project within the first year. An additional $18,000.00 is available for allocation if needed by the county as management cost for the implementation process beyond the first year.

The grant agreement was presented Monroe County BOCC and was approved on April 19,2023. The grant agreement was returned to the Florida Division of Emergency Management (FDEM) for execution. FDEM executed the contract on May 2, 2023.

Unfortunately, after working with each of the homeowners (Christopher Mallory, Lisa Bragan, Mark Peterson and Yasser Ramos Hernandez) each applicant withdrew from the program, citing issues with the following as reasons:

- Unable to elevate an older mobile home, due to structural issues
- Unable to fund match money for the grant
- Unable to find a elevation contractor (several contractors have left the Keys)
- Unable to find a general contractor willing to abide by the conditions in the contract developed by Monroe County to meet the grant requirements as well as the conditional language related to insurance requirements and bonding
- Upon working with Flood Insurance agents it was discovered under Risk Rating 2.0, there would no longer be substantial insurance savings upon elevation of the home

The homeowners have notified the County that they will not continue with the elevation of their homes and would like to be removed from the grant process. Staff presented an agenda item (2023-1897: F9) to the Monroe County Board of County Commissioners to cancel the grant agreement develop developed and executed on May 2, 2023 between the County and the FDEM.

HMGP-Post Fire Grant: Elevation

FY22

On August 22, 2022, the Florida Division of Emergency Management (FDEM) informed the County that there is funding available through the Hazard Mitigation Grant Program (HMGP) Post-Fire, authorized by Section 20602 of the Bipartisan Budget Act of 2018. The incident period includes those counties that have been declared for a Fire Management Assistance (FMA) between the dates of March 4, 2022, through March 6, 2022. The State of Florida received two FMA declarations during this time period: FM-5424 (1707 Adkins Ave), and FM-5426 (Chipola Fire Complex). The State of Florida was awarded a flat amount of HMGP funding per declaration ($1,048,736.00), which was then aggregated into one HMGP Post-Fire declaration, FM-5424-FL.

FDEM also informed Monroe county that funding not utilized by affected counties listed above can be reallocated to other counties throughout the state. As a result, staff submitted an HMGP elevation application for funding.

Moreover, the County received residential elevation applications from homeowners in 2021 for the Flood Mitigation Assistance (FMA) grant program; however, FEMA notified the County that there was not enough funding to approve these elevation projects. As a result, the staff worked with these homeowners to resubmit their application under this Post Fire Grant.

There is a total number of 6 applicants in this application of total project cost of $1,207,647.00 with a federal share of $905,735.25. The difference of $301,911.75 will be paid by each property owner for their respective share of the project costs. Finally, 3 of the applicants were from the City of Key West, 2 were from Big Pine Key and 1 from Summerland Key.

On February 17, 2023, the FDEM notified the County that they are reviewing the application for consideration of funding. Additional information was provided to FDEM to for their review.

On June 13th, 2023, the County posted a public notice on the Monroe County website about these projects while FDEM was preparing to submit these projects to FEMA for funding consideration.

HMGP - Hurricane Ian (FEMA 4673): Elevation and Mitigation Reconstruction

FY23

On February 21,2023, the Florida Division of Emergency Management (Division) announced the availability of Hazard Mitigation Grant Program (HMGP) from the Presidential Disaster Declaration for Hurricane Ian (FEMA 4673-DR-FL). Monroe County (both unincorporated and incorporated Monroe County) was allocated $3,582,750.00 as Tier 1 funding (Tier 1 funding is allocated to counties included in the Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 120 days after a Disaster Declaration as reported by FEMA).

The Division advised the County to submit additional HMGP applications in an amount greater than the tier 1 allocation, since typically tier 1 funds are not always spent and then the Division reallocates funds into tier 2 or 3.

Moreover, the County received residential elevation and mitigation reconstruction applications from homeowners in the 2022 Flood Mitigation Assistance (FMA) grant program, which have a very low possibility of getting funded in FMA, since they are non-repetitive loss, which are prioritized by FEMA in the FMA program.

Finally, the HMGP program does not prioritize residential elevation and mitigation reconstruction applications on flood damages; therefore, the County submitted the following applications for Hurricane Ian HMGP funding.

Hurricane Ian: Elevation

3 residential elevation applications with a total of 20 applicants for hurricane Ian in the amount of $5,639,081.00 with a federal share of $4,229,311.20. The difference of $1,409,769.80 will be paid by each property owner for their respective share of the project costs. Finally, 13 of the applicants were from the City of Key West, 2 were from Big Pine Key, 2 were from Sugarloaf Key, 2 were from Tavernier and 1 was from Long Key.

Hurricane Ian: Mitigation Reconstruction

2 residential mitigation reconstruction applications with a total of 8 applicants for hurricane Ian in the amount of $3,828,261.00with a federal share of $2,871,195.70. The difference of $957,065.30 will be paid by each property owner for their respective share of the project costs. Finally, 5 of the applicants were from the City of Key West, 1 was from Key Largo, 1 from Big Pine Key and 1 from Little Torch Key.

On October 23, 2023, the Florida Division of Emergency Management notified the County that they are currently reviewing all applications for completeness. As a result, FDEM has sent the County "Request for Additional Information". Staff have provided the information requested.

HMGP - Hurricane Nicole (FEMA 4680): Elevation and Mitigation Reconstruction

FY23

On May 19, 2023, the Florida Division of Emergency Management (Division) announced the availability of Hazard Mitigation Grant Program (HMGP) from the Presidential Disaster Declaration for Hurricane Nicole (FEMA 4680-DR-FL). Monroe County (both unincorporated and incorporated Monroe County) was not allocated any funding in the tier 1 allocation (Tier 1 funding is allocated to counties included in the Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 120 days after a Disaster Declaration as reported by FEMA).

The Division advised the County to submit HMGP applications since typically tier 1 funds are not always spent and then the Division reallocates funds into tier 2 or 3.

Moreover, the County received residential elevation and mitigation reconstruction applications from homeowners in the 2022 Flood Mitigation Assistance (FMA) grant program, which have a very low possibility of getting funded in FMA, since they are non-repetitive loss, which are prioritized by FEMA in the FMA program.

Finally, the HMGP program does not prioritize residential elevation and mitigation reconstruction applications on flood damages; therefore, the County submitted the following applications for Hurricane Ian HMGP funding.

Hurricane Nicole: Elevation

4 residential elevation applications with a total of 26 applicants for hurricane Nicole in the amount of $6,846,526.60 with a federal share of $5,134,894.90. The difference of $1,711,631.70 will be paid by each property owner for their respective share of the project costs. Finally, 16 of the applicants were from the City of Key West, 4 were from Big Pine Key, 2 were from Sugarloaf Key, 2 were from Tavernier, 1 was from Long Key and 1 was Summerland Key

Hurricane Nicole: Mitigation Reconstruction

2 residential mitigation reconstruction applications with a total of 8 applicants for hurricane Nicole in the amount of $3,828,261.00 with a federal share of $2,871,195.70. The difference of $957,065.30 will be paid by each property owner for their respective share of the project costs. Finally, 5 of the applicants were from the City of Key West, 1 was from Key Largo, 1 from Big Pine Key and 1 from Little Torch Key.

Flood Mitigation Assistance (FMA) Elevation Contact: Mike Lalbachan 305-453-8796

FY21

For the first time, Monroe County pursued elevations of private property through this program. After extensive outreach within the County and cities, staff worked with private property owners and submitted the following 2021 Flood Mitigation Assistance (FMA) grant applications into the FDEM/FEMA system by the State of Florida Department of Emergency Management (FDEM) deadline of 11/12/21. The FEMA deadline was 01/28/2022.
11 Elevation Projects were submitted, for a total funding request of $2,142,210.00 with $535,552.00 to be paid by the private property owners. The applicants are located in the following geographic areas:

- 7 unincorporated Monroe
- 4 Key West

On August 2nd, 2022, the Florida Division of Emergency Management (FDEM) notified the County that FEMA has reviewed the 11 projects, and they were not selected for funding consideration due the number of applications received by FEMA for funding and the amount of funding that were allocated in the 2021 FMA application cycle.

Staff research indicated that FEMA prioritized Severe Repetitive Loss (SRL) and Repetitive Loss (RL) properties over other properties in the application cycle. Monroe County did not have any SRL or RL properties in the 2021 FMA elevation application cycle.

Staff worked with the applicants that were not funded to include them in the FY22 application if they so desired.

FY22

For FY 2022, FEMA allocated $400 million for individual flood mitigation projects under the Flood Mitigation Assistance grant program. Individual flood mitigation consists of home elevation, mitigation reconstruction and acquisition and demolition. The most essential criteria to participate in this program is: the homeowners must have an NFIP policy in effect at the application start date and must maintain it through completion of the flood hazard mitigation activity and for the life of the structure.

As a result, staff assisted private homeowners throughout the Florida Keys to develop applications and then submitted applications to the Florida Division of Emergency Management (FDEM) and FEMA. The FDEM deadline for 2022 was November 14, 2022.

The applications submitted for residential elevation included forty-four (44) residents:

- City of Key West-32 residents
- Big Pine Key-5 residents
- Sugarloaf Key and Summerland Key-3 residents
- Long Key- 1 resident
- Tavernier-2 residents
- Key Largo-1 resident

The total project cost for these 44 properties is: $11,070,832.00 with a federal share of $8,695,372.04 and a homeowner share of $2,375,459.96.

Federal cost share funding is available for up to 75% of the eligible activity costs. However, FEMA may contribute increased federal cost share for properties that are insured under the National Flood Insurance Program at the time of application and meet the definitions of Severe Repetitive Loss or Repetitive Loss. There were seven (7) homeowners with either Severe Repetitive Loss or Repetitive Loss within these applications.

On August 28, 2023, FEMA published on their website that all applications in this submission were "identified for further review" (Sub-applications identified for further review contain sufficient information for a preliminary determination of cost-effectiveness and feasibility. In certain instances, FEMA may work with applicants to confirm cost-effectiveness and feasibility. Identification for further review is not a notification of award).

FY23

For FY 2023, FEMA allocated $220 million for individual flood mitigation projects under the Flood Mitigation Assistance grant program. Individual flood mitigation consists of home elevation, mitigation reconstruction and acquisition and demolition. The most essential criteria to participate in this program is: the homeowners must have an NFIP policy in effect at the application start date and must maintain it through completion of the flood hazard mitigation activity and for the life of the structure.

As a result, staff assisted private homeowners throughout the Florida Keys to develop applications and then submitted applications to the Florida Division of Emergency Management (FDEM) and FEMA. The FDEM deadline for 2023 was December 1st, 2023.

Staff submitted six (6) applications; however, after the FDEM reviews, five (5) applications were accepted and will be forwarded to the FEMA. The applications submitted for residential elevation included five (5) residents:

- City of Key West - 3 residents
- Stock Island - 1 resident
- Key Largo – 1 resident

The total project cost for these 5 properties is: $1,732,661.11 with a federal share of $1,387,065.84 and a homeowner share of $345,595.29.

Federal cost share funding is available for up to 75% of the eligible activity costs. However, FEMA may contribute increased federal cost share for properties that are insured under the National Flood Insurance Program at the time of application and meet the definitions of Severe Repetitive Loss or Repetitive Loss. There was one (1) homeowner with a Severe Repetitive Loss property.

Flood Mitigation Assistance (FMA) Acquisition and Demolition Contact: Mike Lalbachan 305-453-8796

FY21, FY22 and FY23

There were no applications received during the FY21, FY22 and FY23 grant cycles.

Flood Mitigation Assistance (FMA) Mitigation Reconstruction Contact: Mike Lalbachan 305-453-8796

FY21

For the first time, Monroe County pursued mitigation reconstruction (demolition/reconstruction) of private property through this program. After extensive outreach within the County and cities, staff worked with private property owners and submitted the following 2021 FMA grant applications into the FDEM/FEMA system by the State of Florida Department of Emergency Management (FDEM) deadline 11/21/2021. The FEMA deadline was 01/28/2022.

5 Mitigation Reconstruction projects were submitted for a total funding request of $1,094,175 with $406,295.00 to be paid by the private property owners. The applicants are located in the following geographic areas:

- 1 unincorporated Monroe
- 3 Marathon
- 1 Key West

On August 2nd, 2022, the Florida Division of Emergency Management (FDEM) notified the County that FEMA has reviewed the projects and 4 of the 5 properties will be moving forward for further review. The four properties that were selected for further review were grouped together during the application cycle by staff, and within this group, one of the properties was considered an RL property.

The property that was not considered did not have any past flood losses to the NFIP and was submitted individually because the mitigation value was greater than the others and needed a Cost-Benefit Analysis review by FDEM.

Of those requests, 4 Mitigation Reconstruction projects for a total funding request of $785,160.00 with $275,041.00 to be paid by the private property owners were recommended by FEMA for further review.

On May 28th, 2023, FEMA asked if designs were available for these homes; however, the homeowners did not start the design process. The County informed FEMA that the designs were unavailable.

Finally, for the entire State of Florida FY 2021 FMA grant cycle, 30 projects were submitted by various Florida Communities and only 6 were Identified BY FDEM for Further Review by FEMA. The funding for those 6 projects selected for further review is $3,899,974 in total project costs, with Monroe County being one of the 6, that project includes 4 structures estimated to cost $785,160.00.

Staff worked with the applicant that was not funded to include them in the FY22 application.

FY22

For 2022, staff assisted thirteen (13) residents developed and submitted mitigation reconstruction applications to the Florida Division of Emergency Management under the FMA program. The application submitted included residents from:

- City of Key West-8 residents
- Big Pine Key-1 resident
- City of Marathon-1 resident
- Little Torch Key-1 resident
- Key Largo-2 residents

The total project cost for these 13 properties is: $5,555,148.00 with a federal share of $2,510,714.00 and a homeowner share of $3,044,434.00.

Federal cost share funding is available for up to 75% of the eligible activity costs. However, FEMA may contribute increased federal cost share for properties that are insured under the National Flood Insurance Program at the time of application and meet the definitions of Severe Repetitive Loss or Repetitive Loss. There were two (2) homeowners with either Severe Repetitive Loss or Repetitive Loss within these applications.

On August 28, 2023, FEMA published on their website that all applications in this submission were "identified for further review" (Sub-applications identified for further review contain sufficient information for a preliminary determination of cost-effectiveness and feasibility. In certain instances, FEMA may work with applicants to confirm cost-effectiveness and feasibility. Identification for further review is not a notification of award).

FY23

For 2023, staff developed and submitted sixteen (16) mitigation reconstruction applications; however, after the Florida Division of Emergency Management reviews, eight (8) application were accepted and will be part of a final review and then forwarded to the FEMA. The applications submitted included residents from:

- Sugarloaf Key – 1 resident
- Long Key – 1 resident
- City of Marathon - 1 resident
- Islamorada – 1 resident
- Lower Matecumbe Key – 1 resident
- Tavernier – 1 resident

- Key Largo-2 residents

The total project cost for these 8 properties is: $4,789,684.20 with a federal share of $2,387,518.90 and a homeowner share of $2,402,165.30.

Federal cost share funding is available for up to 75% of the eligible activity costs. However, FEMA may contribute increased federal cost share for properties that are insured under the National Flood Insurance Program at the time of application and meet the definitions of Severe Repetitive Loss or Repetitive Loss. There was one (1) homeowner with a Severe Repetitive Loss structure within these applications.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G5
2023-2057

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Review of MCLA expenses for the time period of 1/1/24 through 1/31/24.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCLA Exp 1-24.pdf

FINANCIAL IMPACT:
N/A

MCLA Expenses 24.01.01 - 24.01.31

MCLA Expenses

NO PR CHECKS: All Payroll Direct Deposited to Employee's Bank Account

Account	Vendor	DATE OF PAYMENT	AMOUNT
901	MCBOCC AT&T (CABS)	01/12/24	$657.00
876	Scull & Scull, P.A.	01/12/24	$4,634.84
901	MCBOCC AT&T (EOD)	01/12/24	$5.14
825	Advisory Committee Member	01/12/24	$100.00
825	Advisory Committee Member	01/12/24	$100.00
825	Advisory Committee Member	01/12/24	$100.00
825	Advisory Committee Member	01/12/24	$100.00
840	Employee mileage reimb.	01/12/24	$140.70
881	Fed Ex	01/12/24	$11.60
922	MCBOCC Empl. Ins. Deduc.	01/12/24	$633.22
981	Xerox Corporation	01/12/24	$201.15
602	True Title of Florida Keys, Inc.	01/18/24	$20,155.28
602	True Title of Florida Keys, Inc.	01/18/24	$68,558.90
602	True Title of Florida Keys, Inc.	01/18/24	$81,432.50
901	MCBOCC AT&T (Cell)	01/26/24	$219.41
881	Fed Ex	01/26/24	$8.52
602	Craven Thompson & Assoc.	01/26/24	$1,100.00
871	Oropeza Stones & Cardenas	01/26/24	$1,320.00
996	TransSystems Corp	01/26/24	$112.50
922	MCBOCC Empl. Ins. Deduc.	01/26/24	$633.22
602	Carlson Norris & Associates	01/26/24	$2,900.00
895	FKAA	01/26/24	$21.09
			$183,145.07

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G6
2023-2059

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation - Block 9, Lot 4, Southern Pines on Big Pine Key near mile marker 31 and also property for conservation within the City of Marathon - Block 48, Lots 1 and 2, Crains on Grassy Key near mile marker 58 from Charles William Ansell, II for the price of $70,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits.

The Big Pine Key property is located on an undeveloped road and the Grassy Key property is located on Avocado Avenue.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $70,000.00
- Cost of Appraisal: $1,700.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: $0.00
- Title Fees & Insurance: $877.50
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $73,388.00

Attributes of the Subject Property:

- Parcel ID#: 00275230-000000, 00372860-000000, and 00372870-000000
- Size: 20,375 square feet (5,375 square feet on Big Pine Key and 15,000 square feet on Grassy Key)
- Tier Designation: Tier 1 – Natural Area (Big Pine Key). The Grassy Key lots do not have a Tier designation.

- Zoning Designation: Suburban Residential (Big Pine Key) and Residential Conservation (Grassy Key)
- Future Land Use Map Designation: Residential Low (Big Pine Key) and Conservation (Grassy Key)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 1 (Big Pine Key) and because the City of Marathon nominated it as a priority acquisition (Grassy Key).
- Florida Forever Boundary: This property is inside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.092 TDRs
- Cost per TDR: $760,870
- ROGO and BPAS Dedication Points: 6 points
- Cost per ROGO and BPAS Dedication Point: $11,667

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

ADVISORY COMMITEE ACTION: On February 1, 2024 the Committee voted 5/0 to recommend purchasing this property for the price of $70,000.

PREVIOUS RELEVANT BOCC ACTION:

The Board has approved the purchase of other conservation properties in these subdivisions.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

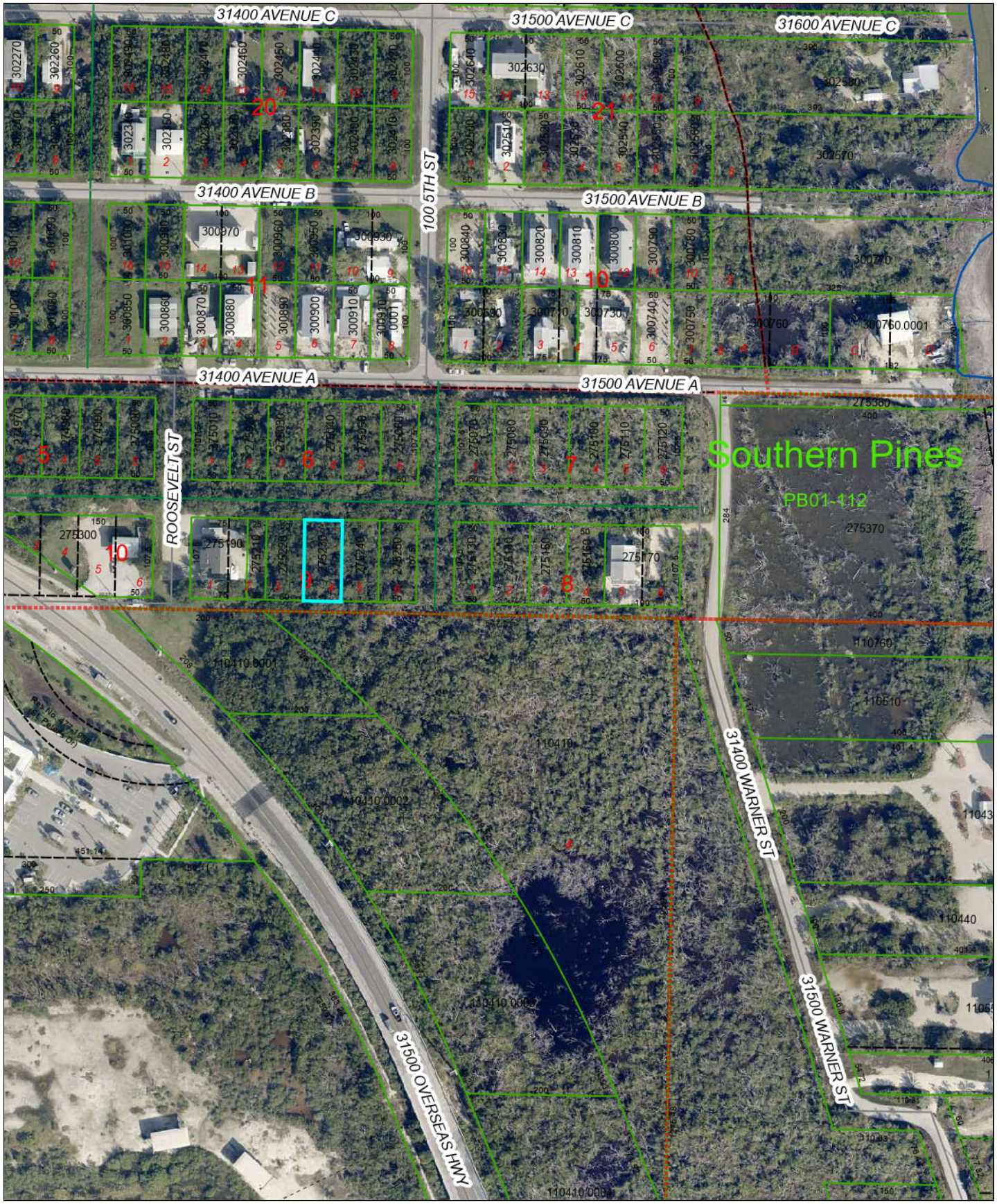
DOCUMENTATION:

Aerial Photograph-Southern Pines on Big Pine Key.pdf
Aerial Photograph-Crains on Grassy Key.pdf
Property Record Cards.pdf
Purchase Agreement.pdf
Marathon Resolution 2016-48.pdf

FINANCIAL IMPACT:
N/A

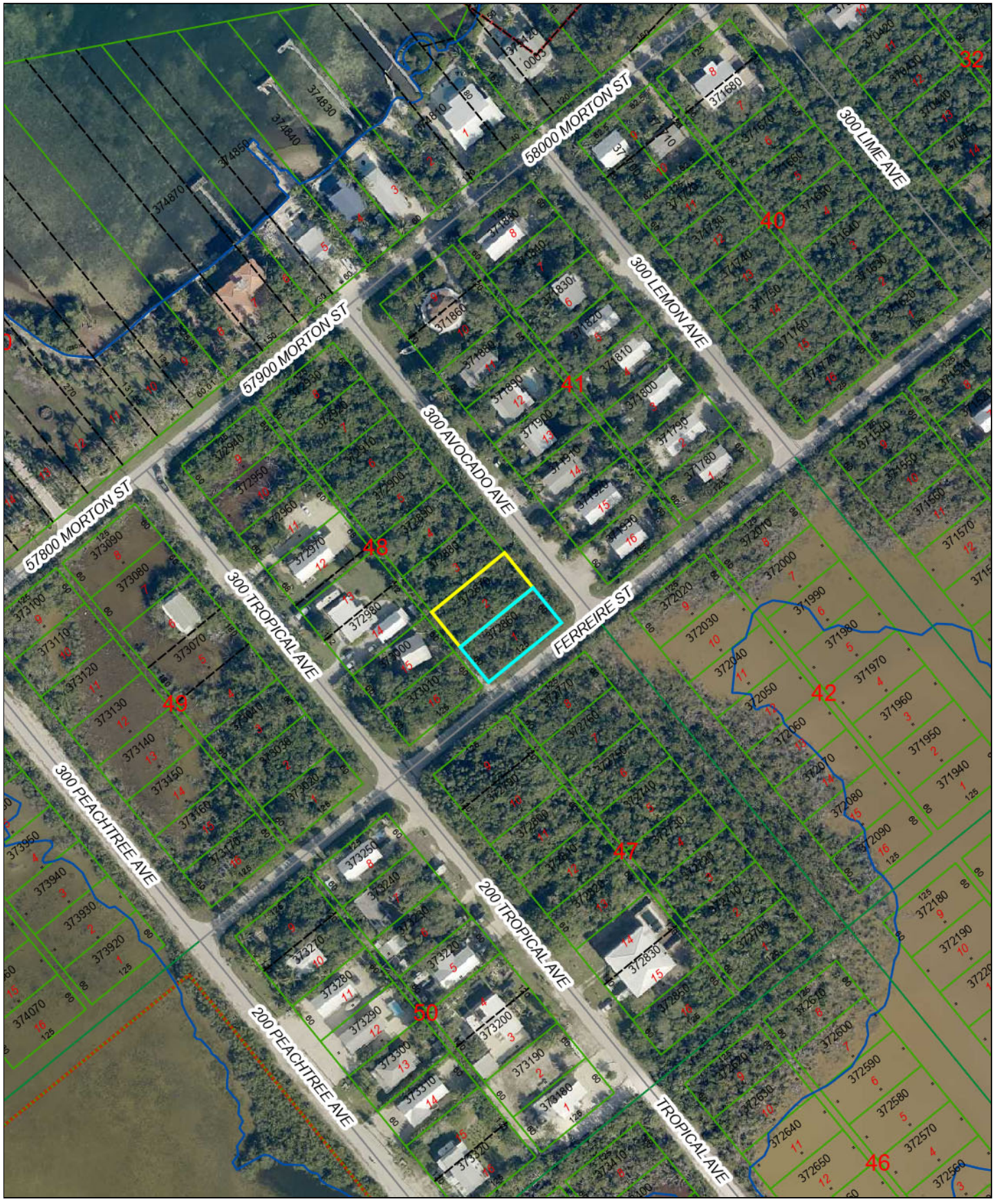
Block 9, Lot 4, Southern Pines

Big Pine Key



Block 48, Lots 1 and 2, Crains

Grassy Key



Monroe County, FL

Disclaimer

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

Summary

Parcel ID	00275230-000000
Account#	1347302
Property ID	1347302
Millage Group	100H
Location Address	VACANT LAND, BIG PINE KEY
Legal Description	BK 9 LT 4 SOUTHERN PINES PB1-112 BIG PINES KEY OR42-319 OR542-844 OR791-19 OR811-392 OR1055-1910 OR1073-1908 OR1110-242 OR1628-945 OR1646-1476 (Note: Not to be used on legal documents.)
Neighborhood	533
Property Class	VACANT RES (0000)
Subdivision	SOUTHERN PINES 1
Sec/Twp/Rng	25/66/29
Affordable Housing	No

Owner

ANSELL II CHARLES WILLIAM
2809 Flagler Ave
Key West FL 33040

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$30,906	$30,906	$20,156	$18,813
=	Just Market Value	**$30,906**	**$30,906**	**$20,156**	**$18,813**
=	Total Assessed Value	**$1,588**	**$1,444**	**$1,313**	**$1,194**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$30,906**	**$30,906**	**$20,156**	**$18,813**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$30,906	$0	$0	$30,906	$1,444	$0	$30,906	$0
2021	$20,156	$0	$0	$20,156	$1,313	$0	$20,156	$0
2020	$18,813	$0	$0	$18,813	$1,194	$0	$18,813	$0
2019	$18,813	$0	$0	$18,813	$1,085	$0	$18,813	$0
2018	$18,813	$0	$0	$18,813	$986	$0	$18,813	$0

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

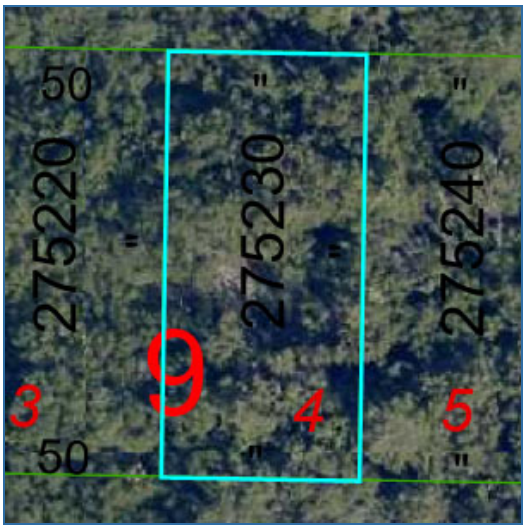
Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	5,375.00	Square Foot	0	0

View Tax Info

View Taxes for this Parcel

Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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Monroe County, FL

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Summary

Parcel ID	00372860-000000
Account#	1455954
Property ID	1455954
Millage Group	50CM
Location Address	CORNER OF AVOCADO Ave, GRASSY KEY
Legal Description	BK 48 LT 1 CRAINS SUBD PB1-51 OF GRASSY KEY SECS G30-206 PROBATE 10-99A OR1055-1910DC OR1073-1908 CASE88-344-CP-10 OR1110-244/245P/R OR1628-943/44QC/RS OR1646-1476D/C (Note: Not to be used on legal documents.)
Neighborhood	4811
Property Class	VACANT RES (0000)
Subdivision	CRAIN'S SUBD
Sec/Twp/Rng	24/65/33
Affordable Housing	No

Owner

ANSELL II CHARLES WILLIAM
2809 Flagler Ave
Key West FL 33040

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$15,500	$15,500	$12,000	$15,000
=	Just Market Value	**$15,500**	**$15,500**	**$12,000**	**$15,000**
=	Total Assessed Value	**$89**	**$81**	**$74**	**$67**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$15,500**	**$15,500**	**$12,000**	**$15,000**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$15,500	$0	$0	$15,500	$81	$0	$15,500	$0
2021	$12,000	$0	$0	$12,000	$74	$0	$12,000	$0
2020	$15,000	$0	$0	$15,000	$67	$0	$15,000	$0
2019	$15,000	$0	$0	$15,000	$61	$0	$15,000	$0
2018	$16,000	$0	$0	$16,000	$55	$0	$16,000	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
VACANT ROGO (000M)	1.00	Lot	60	125

View Tax Info

View Taxes for this Parcel

Map



TRIM Notice

2023 TRIM Notice (PDF)

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Summary

Parcel ID	00372870-000000
Account#	1455962
Property ID	1455962
Millage Group	50CM
Location Address	VACANT LAN AVOCADO Ave, GRASSY KEY
Legal Description	BK 48 LT 2 CRAINS SUBD PB1-51 OF GRASSY KEY G30-206 OR1055-1910DC OR1073-1908 OR1110-244/245 OR1628-943/44 OR1646-1476 (Note: Not to be used on legal documents.)
Neighborhood	4811
Property Class	NON AGRICULTURE (9900)
Subdivision	CRAIN'S SUBD
Sec/Twp/Rng	24/65/33
Affordable Housing	No

Owner

ANSELL II CHARLES WILLIAM
2809 Flagler Ave
Key West FL 33040

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$15,500	$15,500	$12,000	$15,000
=	Just Market Value	**$15,500**	**$15,500**	**$12,000**	**$15,000**
=	Total Assessed Value	**$86**	**$79**	**$72**	**$66**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$15,500**	**$15,500**	**$12,000**	**$15,000**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$15,500	$0	$0	$15,500	$79	$0	$15,500	$0
2021	$12,000	$0	$0	$12,000	$72	$0	$12,000	$0
2020	$15,000	$0	$0	$15,000	$66	$0	$15,000	$0
2019	$15,000	$0	$0	$15,000	$60	$0	$15,000	$0
2018	$16,000	$0	$0	$16,000	$55	$0	$16,000	$0

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Land

Land Use	Number of Units	Unit Type	Frontage	Depth
VACANT ROGO (000M)	1.00	Lot	60	125

View Tax Info

View Taxes for this Parcel

Map



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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between

Charles William Ansell, II

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

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$70,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 9, Lot 4, Southern Pines (PB 1-112) and Block 48, Lots 1 and 2, Crains (PB 1-51)
   Parcel ID# 00275230-000000, 00372860-000000, and 00372870-000000

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

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

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

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

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

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

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$70,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

2809 Flagler Avenue
Key West, FL 33040

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 19, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Charles William Ansell, II**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2024.

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

(Seal)

_____
Christine Hurley, Executive Director

Sponsored by: Zieg

CITY OF MARATHON, FLORIDA
RESOLUTION 2016-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, REQUESTING THAT THE MONROE COUNTY LAND AUTHORITY / BOARD OF COUNTY COMMISSIONERS PRIORITIZE PURCHASE OF THE ATTACHED LIST OF PROPERTIES WITHIN THE CITY OF MARATHON AS OPPORTUNITY AND FUNDING ARE AVAILABLE FOR THE PURPOSES OF HABITAT PROTECTION, CONSERVATION AND PRESERVATION AS WELL AS REDUCING THE POTENTIAL FOR TAKINGS CASES WITHIN THE CITY; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO THE LAND AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") is located within the Florida Keys, a designated Area of Critical State Concern; and

WHEREAS, the City Council of Marathon (the "City Council") is elected to represent the best interests of City residents; and

WHEREAS, the Comprehensive Plan for the City of Marathon requires that the City acquire, protect, conserve, and restore properties within its jurisdiction for the purposes of habitat conservation; and

WHEREAS, the City of Marathon has purchased or otherwise acquired a substantial number of parcels for the purposes of habitat conservation amongst other public purposes, and

WHEREAS, particularly, the City of Marathon owns over one hundred and eighty parcels and manages an additional 225 parcels strictly for the purpose conservation and habitat protection; and

WHEREAS, the City has identified four hundred and thirty-two (432) parcels, in no particular priority, that represent the most important pieces of property for conservation and habitat protection remaining in private ownership within the City of Marathon; and

WHEREAS, there are multiple reasons for selecting the 432 parcels identified, including critical habitat protection, limited potential for development under the City's Land Development Regulations, some limited opportunity for recreational use, infill to other conservation and land management efforts, and minimization of potential takings cases; and

WHEREAS, the 432 parcels suggested for purchase sum to a total of approximately 1,398 acres with a range in size from approximately one tenth of an acre to as large as 198 acres, and with the average parcel size being 3.23 acres; and

WHEREAS, the 432 parcels suggested for purchase contain the following habitats listed from greatest acreage to least acreage:

Mangroves	815.23 acres
Water	376.68 acres
Hammock	78.75 acres
Buttonwood	54.21 acres
Saltmarsh	14.48 acres
Other	58.65 acres

WHEREAS, the total taxable value of the parcels suggested for purchase based on January 2016 Monroe County Property Appraiser values, is approximately $7,248,374 with a minimum value of $10, a maximum taxable value of $361,814, and an average taxable value of $16,778.; and

WHEREAS, 349 of the parcels suggested for purchase are on the current Florida Forever purchase list, and thus would be typically prioritized for purchase by the State and Monroe County Land Authority; and

WHEREAS, the remaining 83 parcels not on the Florida Forever list are considered by the City to have conservation value similar in priority to the those on the Florida Forever list, thus due consideration should still be given for these purchases as well based on the City's willingness to manage them; and

WHEREAS, the City requests that the Monroe County Land Authority / Board of County Commissioners purchase the parcels suggested based on a concerted effort to purchase the parcels and as funding is available,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The City Council of the City of Marathon requests that the Monroe County Land Authority / Board of County Commissioners in a concerted effort, seek the purchase of four hundred and thirty-two (432) parcels within the City of Marathon, as identified in Exhibit A, for the purposes of critical habitat protection, limited potential for development under the City's Land Development Regulations, some limited opportunity for recreational use, infill to other conservation and land management efforts, and minimization of potential takings cases.

Section 3. The City further requests that land thus acquired be transferred to the City of Marathon for management by the City.

Section 4. **Transmittal.** The City Council hereby directs that a copy of this Resolution be transmitted to the Executive Director of the Land Authority, the County Administrator and any other appropriate parties as soon as possible.

Section 5. **Effective Date**. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF JUNE, 2016

THE CITY OF MARATHON, FLORIDA

Mark Senmartin Mayor

AYES: Bartus, Coldiron, Kelly, Zieg, Senmartin
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

David Migut, City Attorney

EXHIBT A

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
99280.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	3725	3725	3725	0	3725	33	65	25	GRASSY KEY		2272762.86	52.18	1
99330.000000	GRASSY KEY LAND COMPANY INC	2015	0	0	332065	332065	332065	0	332065	33	65	26	GRASSY KEY		1662644.31	38.17	1
99330.000100	DRAPER DESCENDANTS 2012 TRUST 12/12/2012	2015	0	0	24848	24848	24848	0	24848	33	65	26	GRASSY KEY		822283.57	18.88	0
99460.000100	GRASSY KEY LAND COMPANY INC	2015	0	0	27930	27930	14868	0	27930	33	65	26	GRASSY KEY		122866.37	2.82	1
99480.000000	GRASSY KEY LAND COMPANY INC	2015	0	0	119622	119622	12103	0	119622	33	65	26	GRASSY KEY		28190.75	0.65	1
99520.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	1450	1450	1450	0	1450	33	65	26	GRASSY KEY		764845.03	17.56	0
99870.000100	OTHER HOLDINGS LLC	2015	0	0	7350	7350	3914	0	7350	34	65	19	GRASSY KEY		212675.90	4.88	1
99880.000000	OTHER HOLDINGS LLC	2015	0	0	1138	1138	1138	0	1138	34	65	19	GRASSY KEY		218000.23	5.00	1
99940.000000	NORMAN JEFFREY H	2015	0	0	219617	219617	168026	0	219617	34	65	19	GRASSY KEY		214788.85	4.93	1
99950.000000	FARRIOR HUGH NUNNALLY	2015	0	0	210	210	210	0	210	34	65	19	GRASSY KEY		94704.92	2.17	1
99960.000000	FARRIOR HUGH NUNNALLY	2015	0	0	42272	42272	22496	0	42272	34	65	19	GRASSY KEY		264679.54	6.08	1
100030.000000	SANCHEZ CESARIO L/E	2015	0	0	76420	76420	76420	0	76420	34	65	19	GRASSY KEY		34422.99	0.79	1
100030.000100	SANCHEZ CESARIO L/E	2015	0	277	348935	349212	113932	0	349212	34	65	19	GRASSY KEY		24165.34	0.55	0
103630.000000	SOUTHERN CONSERVATION AND WETLANDS RESCUE LLC	2015	0	0	1418	1418	1418	0	1418	32	66	11	MARATHON		616587.79	14.15	1
104135.000000	ISLAND HOMES OF THE KEYS INC	2015	0	0	110162	110162	110162	0	110162	33	66	5	MARATHON		577128.68	13.25	1
104460.000000	RETUS GROUP LLC	2015	0	0	91125	91125	57860	0	91125	33	66	6	MARATHON		291364.83	6.69	1
104530.000000	COLDIRON GREG	2015	0	0	2177	2177	2177	0	2177	32	66	11	MARATHON		1060951.85	24.36	1
104540.000000	NY FLORIDA INVESTORS INC	2015	0	0	1235	1235	1235	0	1235	32	66	11	MARATHON		583395.16	13.39	1
104550.000000	NY FLORIDA INVESTORS INC	2015	0	0	942	942	942	0	942	32	66	11	MARATHON		375325.20	8.62	1
104560.000000	COLDIRON GREG	2015	0	0	935	935	935	0	935	32	66	11	MARATHON		307265.38	7.05	0
104570.000000	NY FLORIDA INVESTORS INC	2015	0	0	321	321	321	0	321	32	66	11	MARATHON		123533.99	2.84	1
104580.000000	NY FLORIDA INVESTORS INC	2015	0	0	614	614	614	0	614	32	66	11	MARATHON		267489.81	6.14	1
104770.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	1019	1019	1019	0	1019	32	66	15	MARATHON		1112582.86	25.54	0
104850.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	667	667	667	0	667	32	66	15	MARATHON		685604.06	15.74	1
104860.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	10483	10483	10483	0	10483	32	66	15	MARATHON		273755.78	6.28	1
104870.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	6433	6433	6433	0	6433	32	66	15	MARATHON		4627379.11	106.23	1
105260.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	20883	20883	20883	0	20883	32	66	15	MARATHON		7574251.94	173.88	1
105300.000000	MANGROVE CORPORATION	2015	0	0	74378	74378	74378	0	74378	32	66	16	MARATHON		8612972.60	197.71	1
105300.000100	PERIGRIN CORPORATION	2015	0	0	89890	89890	47856	0	89890	32	66	17	MARATHON		510330.10	11.72	1
105320.000000	MARATHON WIRELESS COMMUNICATIONS INC	2015	0	0	65968	65968	55555	0	65968	32	66	16	MARATHON		73063.46	1.68	1
105320.000100	GREAT MARATHON REAL ESTATE COMPANY THE	2015	84075	83793	3255797	314529	314529	0	314529	32	66	16	MARATHON		416955.03	9.57	0
105340.000000	MANGROVE CORPORATION	2015	0	0	3960	3960	3960	0	3960	32	66	16	MARATHON		1686517.64	38.72	1
105350.000000	MANGROVE CORPORATION	2015	0	0	21204	21204	21204	0	21204	32	66	16	MARATHON		7834567.76	179.86	1
105370.000000	MANGROVE CORPORATION	2015	0	0	2925	2925	2925	0	2925	32	66	17	MARATHON		3608979.36	82.85	1
105380.000000	MANGROVE CORPORATION	2015	0	0	12578	12578	12578	0	12578	32	66	17	MARATHON		4534107.37	104.09	1
105400.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	4891	4891	4891	0	4891	32	66	21	MARATHON		2356333.72	54.09	1
105480.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	14918	14918	14918	0	14918	32	66	22	MARATHON		27346.77	0.63	1
105490.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	332	332	332	0	332	32	66	22	MARATHON		139742.78	3.21	1
105500.000000	AZURITE CORP LTD OF FLORIDA	2015	0	0	716	716	716	0	716	32	66	22	MARATHON		384207.15	8.82	1
105610.000000	EDWARDS ANNA KATHRYN SHANDS T/C	2015	0	0	712	712	378	0	712	32	65	36	OFFSHORE ISLANDS		396046.65	9.09	0
105620.000000	EDWARDS ANNA KATHRYN SHANDS T/C	2015	0	0	315	315	315	0	315	32	65	36	OFFSHORE ISLANDS		303900.94	6.98	0
105660.000000	BEYER MARY W	2015	0	0	810	810	810	0	810	33	65	28	MARATHON		301622.61	6.92	0
105750.000000	GANTIMUROFF VALENTIN AND EVA M	2015	0	0	10	10	4	0	10	33	65	32	OFFSHORE ISLANDS		4278.17	0.10	0
105810.000000	FIEDLER EMMA L/E	2015	0	0	96	96	50	0	96	32	66	8	OFFSHORE ISLANDS		78305.91	1.80	0
319710.000000	TRI COUNTY CLEARING INC	2015	0	0	50	50	50	0	50	32	66	8	MARATHON	KNIGHTS KEY VILLAGE	9450.03	0.22	0
319720.000000	CHAPLIN F JAMES AND BETTYE	2015	0	0	50	50	50	0	50	32	66	8	MARATHON	KNIGHTS KEY VILLAGE	9449.75	0.22	0
319730.000000	CHAPLIN F JAMES AND BETTYE	2015	0	0	50	50	50	0	50	32	66	8	MARATHON	KNIGHTS KEY VILLAGE	10663.62	0.24	0
353110.000000	MCCOLE JEANINE ISABELLE TRUSTEE	2015	0	0	100	100	60	0	100	32	66	15	MARATHON	WALORISS SUBD	14916.44	0.34	0
353120.000000	KOSS GEO S AND ELSIE S	2015	0	0	100	100	60	0	100	32	66	15	MARATHON	WALORISS SUBD	14595.95	0.34	0
353980.000000	GUEVARA JESUS	2015	0	0	62608	62608	19877	0	62608	32	66	15	MARATHON	WALORISS SUBD	7124.88	0.16	0
353990.000000	CRESTA BARBARA J	2015	0	0	62608	62608	35467	0	62608	32	66	15	MARATHON	WALORISS SUBD	7125.02	0.16	0
354160.000000	REDI TAMARA CHRISTINA	2015	0	0	62608	62608	35467	0	62608	32	66	15	MARATHON	WALORISS SUBD	7124.87	0.16	0
354170.000000	FREDERICK NANCY K L/E	2015	0	0	62608	62608	20651	0	62608	32	66	15	MARATHON	WALORISS SUBD	7124.80	0.16	0
356650.000000	MOHEREK EMIL A FAMILY TRUST 12/19/08	2015	0	0	66805	66805	37842	0	66805	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7710.12	0.18	0
356680.000000	SINGER HARRY W FAMILY TRUST	2015	0	0	63136	63136	14661	0	63136	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7199.96	0.17	0
356690.000000	COLES DEBORAH J	2015	0	0	63937	63937	15312	0	63937	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7313.71	0.17	0
356700.000000	WIECHA MARY R REVOCABLE TRUST AGREEMENT 5/13/2002	2015	0	0	67342	67342	15681	0	67342	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7565.89	0.17	0
356710.000000	WIECHA MARY R REVOCABLE TRUST AGREEMENT 5/13/2002	2015	0	0	63136	63136	14661	0	63136	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7199.96	0.17	0
356720.000000	SPINRAD BERNARDO AND MRIEN ARAN	2015	0	0	63136	63136	35764	0	63136	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7199.96	0.17	0
356730.000000	BEUMEL NORMAN H AND SUSAN J	2015	0	0	63136	63136	14661	0	63136	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7199.96	0.17	0

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
356740.000000	WILLIAMS ERROL	2015	0	0	63136	63136	35764	0	63136	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	7199.96	0.17	0
356750.000000	WILLIAMS ERROL	2015	0	0	85376	85376	48325	0	85376	32	66	15	MARATHON	FLAMINGO ISLAND EST AMD PLAT	10607.91	0.24	0
358230.000102	IULO KENNETH D	2015	0	0	90150	90150	15807	0	90150	33	65	32	MARATHON	MARINA HOMES AT SEAWATCH	39219.66	0.90	0
358230.000103	IULO KENNETH D	2015	0	0	84994	84994	15807	0	84994	33	65	32	MARATHON	MARINA HOMES AT SEAWATCH	39316.76	0.90	0
358230.000104	33 SOUTH POINT LLC	2015	0	0	84653	84653	36304	0	84653	33	65	32	MARATHON	MARINA HOMES AT SEAWATCH	39825.04	0.91	0
358230.000105	JPSP INVESTMENTS LLC	2015	0	0	49266	49266	10971	0	49266	33	65	32	MARATHON	MARINA HOMES AT SEAWATCH	30076.08	0.69	0
358230.000106	33 SOUTH POINT LLC	2015	0	0	68057	68057	32268	0	68057	33	65	32	MARATHON	MARINA HOMES AT SEAWATCH	33335.01	0.77	0
360910.000000	ESPINOSA RUBEN D REVOCABLE TRUST 6/24/2015	2015	0	0	18675	18675	7456	0	18675	33	65	25	GRASSY KEY	SUNSET BAY	5999.99	0.14	1
360960.000000	GRASSY KEY PROPERTY INC	2015	0	0	18675	18675	7456	0	18675	33	65	25	GRASSY KEY	SUNSET BAY	5999.97	0.14	1
360970.000000	GRASSY KEY PROPERTY INC	2015	0	0	18675	18675	7456	0	18675	33	65	25	GRASSY KEY	SUNSET BAY	6000.03	0.14	1
361000.000000	PAYER JAMES AND SHELLEY	2015	0	0	19822	19822	7914	0	19822	33	65	25	GRASSY KEY	SUNSET BAY	6940.00	0.16	1
361070.000000	CANO RICARDO AND XIOMARA	2015	0	0	18675	18675	7456	0	18675	33	65	25	GRASSY KEY	SUNSET BAY	6000.00	0.14	1
361120.000000	BORDEN DANNY E AND GILDA E	2015	0	0	18675	18675	7456	0	18675	33	65	25	GRASSY KEY	SUNSET BAY	6000.14	0.14	1
361130.000000	BORDEN DANNY E AND GILDA E	2015	0	0	18675	18675	7456	0	18675	33	65	25	GRASSY KEY	SUNSET BAY	6000.00	0.14	1
361160.000000	BUTTONWOOD ENTERPRISES LLC	2015	0	0	18675	18675	7456	0	18675	33	65	25	GRASSY KEY	SUNSET BAY	6000.00	0.14	1
361230.000000	HERNANDEZ JORGE AND CARMELINA	2015	0	0	24012	24012	9587	0	24012	33	65	25	GRASSY KEY	SUNSET BAY	9089.87	0.21	1
361240.000000	CARDONE MARIA VICTORIA	2015	0	0	24583	24583	9815	0	24583	33	65	25	GRASSY KEY	SUNSET BAY	9506.72	0.22	1
361260.000000	MACHADO EMILIA	2015	0	0	20065	20065	8012	0	20065	33	65	25	GRASSY KEY	SUNSET BAY	6689.80	0.15	1
361270.000000	MACHADO EMILIA	2015	0	0	23619	23619	9430	0	23619	33	65	25	GRASSY KEY	SUNSET BAY	8603.05	0.20	1
361290.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6600.15	0.15	1
361300.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6600.04	0.15	1
361310.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6599.99	0.15	1
361320.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6600.10	0.15	1
361330.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6599.87	0.15	1
361340.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7597.13	0.17	1
361350.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	9250.07	0.21	1
361360.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7249.96	0.17	1
361370.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7250.02	0.17	1
361380.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7249.76	0.17	1
361390.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7250.10	0.17	1
361400.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7250.10	0.17	1
361410.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7249.96	0.17	1
361420.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7250.10	0.17	1
361430.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7249.90	0.17	1
361440.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7249.96	0.17	1
361450.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7249.96	0.17	1
361460.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7208.56	0.17	1
361470.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	14979.09	0.34	1
361480.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.99	0.14	1
361490.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
361500.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.99	0.14	1
361510.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
361520.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.99	0.14	1
361530.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
361540.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.99	0.14	1
361550.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
361560.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
361570.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
361580.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
361590.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7250.02	0.17	1
361600.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.12	0.14	1
361610.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.95	0.14	1
361620.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.95	0.14	1
361630.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.12	0.14	1
361640.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.95	0.14	1
361650.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.07	0.14	1
361660.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.95	0.14	1
361670.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	12611.29	0.29	1
361680.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7665.49	0.18	1
361690.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6665.58	0.15	1

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
361700.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6665.45	0.15	1
361710.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6665.50	0.15	1
361720.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6665.63	0.15	1
361730.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6665.50	0.15	1
361740.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6665.50	0.15	1
361750.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	17572.18	0.40	1
361760.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11165.42	0.26	1
361770.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.69	0.18	1
361780.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.60	0.18	1
361790.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.61	0.18	1
361800.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.70	0.18	1
361810.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.69	0.18	1
361820.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.60	0.18	1
361830.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.60	0.18	1
361840.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.69	0.18	1
361850.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.70	0.18	1
361860.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.56	0.18	1
361870.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.61	0.18	1
361880.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.69	0.18	1
361890.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	14888.12	0.34	1
361900.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	8250.13	0.19	1
361910.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.09	0.14	1
361920.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.93	0.14	1
361930.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.83	0.14	1
361940.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.05	0.14	1
361950.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.00	0.14	1
361960.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.95	0.14	1
361970.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.07	0.14	1
361980.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.95	0.14	1
361990.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	15888.81	0.36	1
362000.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.06	0.14	1
362010.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.06	0.14	1
362020.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.00	0.14	1
362030.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.04	0.14	1
362040.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.97	0.14	1
362050.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.04	0.14	1
362060.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.03	0.14	1
362070.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6250.01	0.14	1
362080.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
362090.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
362100.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
362110.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6249.98	0.14	1
362120.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	9374.93	0.22	0
362130.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	41984.61	0.96	1
362140.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	55323.94	1.27	1
362150.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	8767.72	0.20	1
362160.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	8813.01	0.20	1
362170.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	8858.46	0.20	1
362180.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10116.82	0.23	1
362190.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10110.10	0.23	1
362200.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10360.23	0.24	1
362210.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10405.79	0.24	1
362220.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10451.26	0.24	1
362230.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10496.71	0.24	1
362240.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10541.99	0.24	1
362250.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	71414	71414	38020	0	71414	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10587.57	0.24	1
362270.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	51292	51292	27306	0	51292	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10829.03	0.25	1
362280.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10974.08	0.25	1
362290.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11118.87	0.26	1
362300.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11263.67	0.26	1

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
362310.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11408.17	0.26	1
362320.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11553.02	0.27	1
362330.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11829.54	0.27	1
362340.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11864.23	0.27	1
362350.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11529.38	0.26	1
362360.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11664.88	0.27	1
362370.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	10854.01	0.25	1
362380.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	9093.81	0.21	1
362380.000100	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	MARATHON	GRASSY KEY BEACH REFORMED PLAT	1213.76	0.03	0
362390.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	9979.05	0.23	1
362400.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11011.08	0.25	1
362410.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	12349.53	0.28	1
362420.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	14458.96	0.33	1
362430.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	16432.20	0.38	1
362440.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	18068.22	0.41	1
362450.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	42062.65	0.97	1
362460.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11224.46	0.26	1
362470.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7868.48	0.18	1
362480.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	7928.85	0.18	1
362490.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	8250.52	0.19	1
362500.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	8592.63	0.20	1
362510.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	9026.53	0.21	1
362520.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	11751.15	0.27	1
362530.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6182.27	0.14	1
362540.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6406.91	0.15	1
362550.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6492.59	0.15	1
362560.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6500.28	0.15	1
362570.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6500.16	0.15	1
362580.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6500.16	0.15	1
362590.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6499.99	0.15	1
362600.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6500.17	0.15	1
362610.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6499.92	0.15	1
362620.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	6500.05	0.15	1
362630.000000	GRASSY KEY BEACH SUBDIVISION INC	2015	0	0	50	50	26	0	50	33	65	25	GRASSY KEY	GRASSY KEY BEACH REFORMED PLAT	67129.16	1.54	0
365231.000000	JOHNSON AND SERVAIS PARTNERSHIP	2015	0	0	636	636	183	0	636	33	66	5	MARATHON		274850.31	6.31	0
365440.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		21433.99	0.49	0
365441.000000	JOHNSON AND SERVAIS PARTNERSHIP	2015	0	0	536	536	154	0	536	33	66	5	MARATHON		247136.19	5.67	0
365450.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.06	0.28	0
365460.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.11	0.28	0
365470.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.06	0.28	0
365480.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.17	0.28	0
365490.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.17	0.28	0
365500.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.17	0.28	0
365510.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.90	0.28	0
365520.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		19912.18	0.46	0
365530.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12213.07	0.28	0
365540.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12213.07	0.28	0
365550.000000	GULF FOUNDATION AT COCO PLUM LLC	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		16667.97	0.38	0
365670.000000	KEYS PROPERTIES LLC	2015	0	0	25000	25000	24800	0	25000	33	66	5	COCO PLUM KEY		12100.06	0.28	0
365680.000000	KEYS PROPERTIES LLC	2015	0	0	25000	25000	24800	0	25000	33	66	5	COCO PLUM KEY		12099.94	0.28	0
365700.000000	PEREZ FAMILY IRR TRUST 01/04/2008	2015	0	0	25000	25000	18676	0	25000	33	66	5	COCO PLUM KEY		8326.97	0.19	0
365710.000000	HOLDEN TYRUS C AND DIANNE L	2015	0	0	25000	25000	25000	0	25000	33	66	5	COCO PLUM KEY		12817.81	0.29	0
365730.000000	ANGERMANN ADAM	2015	0	0	160767	160767	24868	0	160767	33	66	5	COCO PLUM KEY		12099.94	0.28	0
365740.000000	HANSEN EVELYN GIGANTE	2015	0	2883	113	2996	2996	0	2996	33	66	5	COCO PLUM KEY		17599.92	0.40	1
365750.000000	BACKHURST BARBARA A	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12099.88	0.28	1
365760.000000	BACKHURST BARBARA A	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.05	0.28	1
365780.000000	SZABO PETER N AND EDITH	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		16009.63	0.37	1
365790.000000	CONLIN PATRICK J AND ANNEWARD A	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12100.05	0.28	0
365800.000000	SZABO PETER N AND EDITH	2015	0	0	100	100	60	0	100	33	66	5	COCO PLUM KEY		12099.94	0.28	1
365910.000000	FLAHERTY PATRICK	2015	0	0	25000	25000	24800	0	25000	33	66	5	COCO PLUM KEY		12100.06	0.28	1

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
365920.000000	LEE FAMILY REVOCABLE LIVING TRUST DATED 8-19-2003	2015	0	0	25000	25000	24800	0	25000	33	66	5	COCO PLUM KEY		12100.06	0.28	1
365940.000000	DONNELLY GERALDINE C	2015	0	0	25000	25000	19825	0	25000	33	66	5	COCO PLUM KEY		8326.88	0.19	1
365960.000000	NICHOLS JOHN R	2015	0	0	25000	25000	24800	0	25000	33	66	5	COCO PLUM KEY		12100.06	0.28	1
365980.000000	WALKER CHAD MICHAEL AND JULIE	2015	0	2970	25041	28011	28011	0	28011	33	66	5	COCO PLUM KEY		41238.94	0.95	0
366010.000000	WATTERSON DOUGLAS H	2015	0	0	25000	25000	25000	0	25000	33	66	5	COCO PLUM KEY		13584.86	0.31	0
366020.000000	OB FLORIDA CRE HOLDINGS LLC	2015	0	0	25038	25038	25038	0	25038	33	66	5	COCO PLUM KEY		33706.49	0.77	0
366500.000100	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	18749.81	0.43	1
366510.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37500.31	0.86	1
366520.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37499.96	0.86	1
366530.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37499.96	0.86	1
366540.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37500.31	0.86	1
366550.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37499.96	0.86	1
366560.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37500.16	0.86	1
366570.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37499.81	0.86	1
366580.000000	LOIA MIMI TRUSTEE	2015	0	0	100	100	26	0	100	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37499.96	0.86	1
366660.000000	DE FERNANDEZ NANCY	2015	0	0	361814	361814	45703	0	361814	33	66	5	COCO PLUM KEY	COCO PLUM BEACH RE-PLAT	37500.48	0.86	1
367080.000000	KUSHNIR ISRAEL	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
367140.000000	MARTIN JAMES S	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	1
367150.000000	MALBEC II LLC	2015	0	0	17719	17719	7074	0	17719	33	65	24	GRASSY KEY	CRAIN'S SUBD	5562.33	0.13	1
367170.000000	THOMAS DAVID JOHN AND SUSANA ELENA	2015	0	0	11026	11026	4401	0	11026	33	65	24	GRASSY KEY	CRAIN'S SUBD	3030.32	0.07	1
367180.000000	THOMAS DAVID JOHN AND SUSANA ELENA	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
367190.000000	THOMAS DAVID JOHN AND SUSANA ELENA	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
367200.000000	THOMAS DAVID JOHN AND SUSANA ELENA	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
367210.000000	THOMAS DAVID JOHN AND SUSANA ELENA	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
367220.000000	THOMAS DAVID JOHN AND SUSANA ELENA	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
367230.000000	WILLARD JUDITH T REVOCABLE TRUST 9/16/2002	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.91	0.17	1
367240.000000	WILLARD JUDITH T REVOCABLE TRUST 9/16/2002	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.03	0.17	1
367270.000000	BUTTONWOOD ENTERPRISES LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
367430.000000	PAUL ROSE	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.23	0.17	1
367440.000000	PAUL ROSE	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.12	0.17	1
367450.000000	PAUL ROSE	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
367460.000000	PAUL ROSE	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
367470.000000	PAUL ROSE	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
367480.000000	PAUL ROSE	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.02	0.17	1
367640.000000	TIITF	2015	0	0	1500	1500	1500	1500	0	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.17	0.01	1
367680.000000	LATTIG KARL J	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	1
367690.000000	VERDOT VI LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	1
367700.000000	MALBEC II LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	1
367770.000000	TIITF	2015	0	0	50	50	50	50	0	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.08	0.01	1
367790.000000	PINOT IV LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.90	0.17	1
367800.000000	MERLOT III LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.03	0.17	1
367810.000000	VERDOT VI LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	1
367820.000000	MALBEC II LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.93	0.17	1
367830.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.10	0.17	1
367840.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
367850.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
367880.000000	MARTIN JAMES S	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.87	0.17	1
367890.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.05	0.17	1
367900.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.08	0.17	1
367910.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.88	0.17	1
367920.000000	MERLOT III LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.87	0.17	1
367930.000000	MERLOT III LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.08	0.17	1
367940.000000	MALBEC II LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.80	0.17	1
367980.000000	FREY ETHEL M	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.05	0.17	1
367990.000000	FREY ETHEL M	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.23	0.17	1
368170.000000	FIRST NATIONAL BANK OF STUART TRUST	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
368180.000000	FIRST NATIONAL BANK OF STUART TRUST	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
368190.000000	FIRST NATIONAL BANK OF STUART TRUST	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
368200.000000	FIRST NATIONAL BANK OF STUART TRUST	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
368500.000000	JARO JACK AND DOROTHY LEE	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.03	0.01	1

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
368510.000000	KAISER ROBERT AND ARLENE	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.23	0.17	1
368520.000000	ANGERMANN ADAM B	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.78	0.17	1
368570.000000	BATTLE LESLIE MERIWEATHER	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.66	0.17	1
368580.000000	LEWIS HELEN PEPPARD	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.27	0.17	1
368590.000000	LEWIS HILLARY HERNDON	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.03	0.01	1
368600.000000	D'ASIGN DEVELOPMENTS LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.39	0.17	1
368710.000000	BRUNO CURT M	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.03	0.17	1
368740.000000	CABERNET I LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
368750.000000	CABERNET I LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.21	0.17	1
368920.000000	HAGER FRANCES E	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.78	0.17	1
368930.000000	HAGER FRANCES E	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	1
368940.000000	HAGER FRANCES E	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.78	0.17	1
369050.000000	HAGER FRANCES E	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.75	0.17	1
369060.000000	HAGER FRANCES E	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
369070.000000	HAGER FRANCES E	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.73	0.17	1
369190.000000	AMBROSIMOV MARIUS	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.03	0.17	0
369310.000000	JPSP INVESTMENTS LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
369540.000000	THOMAS CAROLYN H	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
369550.000000	THOMAS CAROLYN H AND WILLIE M	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
369560.000000	TORGRIMSON ELSA T/C	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.03	0.01	1
369570.000000	TORGRIMSON ELSA T/C	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.21	0.17	1
369630.000000	ASSELSTINE LEON AND CAROL-ANNE	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	0
369640.000000	JTW ACCOUNT SERIES LLC, SERIES 1	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
369650.000000	JTW ACCOUNT SERIES LLC, SERIES 1	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
369660.000000	LATTIG KARL J	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
369680.000000	LONES B C ESTATE	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
369690.000000	MERLOT III LLC	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.04	0.01	1
369830.000000	NAVARRO A S	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.03	0.01	1
370000.000000	ENSWORTH MARGARET JANE IRREVOCABLE TRUST 8/17/2015	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.05	0.17	0
370080.000000	SNOOK ORIANNA J	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
370130.000000	ROSE RONALD	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.75	0.17	1
370140.000000	ROSE RONALD	2015	0	0	12938	12938	5164	0	12938	33	65	24	GRASSY KEY	CRAIN'S SUBD	3750.18	0.09	1
370160.000000	CARTER JONELL	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.05	0.17	0
370170.000000	WARREN JUDITH	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.23	0.17	0
370370.000000	NEVER TOO LATE LLC	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.87	0.17	1
370420.000000	NEVER TOO LATE LLC	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.80	0.17	1
370490.000000	D'ASIGN DEVELOPMENTS LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
370500.000000	PATTON SEAN ALLEN	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
370510.000000	UNDORF ROBERT W AND RUTH ANN	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
370590.000000	GROSTEFON ROBERT AND CANDICE	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.91	0.17	1
370600.000000	KUS KEITH	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.91	0.17	1
370610.000000	KUS KEITH	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.73	0.17	1
370640.000000	VAN ARSDEL FRANCIA MAITTE	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
370660.000000	SALTAIRE LLC	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
370670.000000	SALTAIRE LLC	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
370920.000000	CBS OUTDOOR INC	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.09	0.17	1
371160.000000	KILPATRICK REBECCA FRANCES	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.03	0.01	1
371290.000000	KILPATRICK REBECCA	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.04	0.01	1
371550.000000	R E B LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.78	0.17	0
371600.000000	BAUR GREGORY R	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
371610.000000	FARRARO BRUCE JAMES DEC OF TRUST 5/15/2014	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
371630.000000	CROMARTIE JOHN H JR	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
371640.000000	CROMARTIE JOHN H JR	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
371750.000000	ALI RAYMOND AND SAMSHAD	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	1
371760.000000	ALI RAYMOND AND SAMSHAD	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	1
371840.000000	SANDERSON WILLIAM H AND BONNIE G	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	0
371960.000000	MALONE RITA COLLEEN T/C	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
371970.000000	MALONE RITA COLLEEN T/C	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
371980.000000	RODRIQUEZ JESSIE M	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
371990.000000	RODRIQUEZ JESSIE M	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
372040.000000	RODRIQUEZ JESSIE M	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	1
372050.000000	RODRIQUEZ JESSIE M	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	1
372420.000000	SALTAIRE LLC	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
372430.000000	SALTAIRE LLC	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
372460.000000	PEREIRA CARLOS A	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
372530.000000	KNOLL ALBERT J AND CAROL ANN	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	500.03	0.01	1
372740.000000	DEWITT DAVID E REV TR AG 6/15/2010	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
372750.000000	DEWITT DAVID E REV TR AG 6/15/2010	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
372770.000000	PATTON HALEY	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
372790.000000	RAMIREZ JOHN E AND DEBORAH L	2015	0	0	50625	50625	20213	0	50625	33	65	24	GRASSY KEY	CRAIN'S SUBD	14999.92	0.34	0
372800.000000	KENT STEVEN L	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	0
372810.000000	KENT STEVEN L	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	0
372820.000000	KENT STEVEN L	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	0
372860.000000	ANSELL CHARLES WILLIAM II	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
372870.000000	ANSELL CHARLES WILLIAM II	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
372880.000000	CROW JOHNNY CLARENCE	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
372890.000000	CROW JOHNNY CLARENCE	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
372900.000000	CROW JOHNNY CLARENCE	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
372910.000000	KNOWLES WILLIAM I JR	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.98	0.17	1
372920.000000	KNOWLES WILLIAM I JR	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.88	0.17	1
372930.000000	S AND D ENTERPRISES	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
372950.000000	KNOWLES WILLIAM I JR	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.73	0.17	1
373010.000000	BOROWSKI GREGORY AND JANICE	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	0
373020.000000	WEBBER JANET	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	0
373030.000000	WEBBER JANET	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	0
373040.000000	WEBBER JANET	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	0
373120.000000	MACKERELL AVONELLE R	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	1
373130.000000	MACKERELL AVONELLE R	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.98	0.17	1
373140.000000	MACKERELL AVONELLE R	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.80	0.17	1
373150.000000	WEBBER JANET	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	0
373160.000000	WEBBER JANET	2015	0	0	22500	22500	20625	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	0
373170.000000	WEBBER JANET	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.96	0.17	0
373730.000000	KELLEY WILLIAM O JR ESTATE	2015	0	0	65	65	33	0	65	33	65	24	GRASSY KEY	CRAIN'S SUBD	13767.08	0.32	0
373820.000000	QUERO VIOLETA AND ARISTEDES	2015	0	0	73	73	73	0	73	33	65	24	GRASSY KEY	CRAIN'S SUBD	14522.00	0.33	0
373830.000000	QUERO VIOLETA AND ARISTEDES	2015	0	0	75	75	75	0	75	33	65	24	GRASSY KEY	CRAIN'S SUBD	14648.27	0.34	0
373840.000000	QUERO ARISTEDES AND VIOLETA	2015	0	0	59	59	59	0	59	33	65	24	GRASSY KEY	CRAIN'S SUBD	14866.16	0.34	0
373860.000000	BOOT DARVA J	2015	0	0	66	66	33	0	66	33	65	24	GRASSY KEY	CRAIN'S SUBD	15529.05	0.36	0
373920.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
373930.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
373940.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
373950.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
373960.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
373970.000000	PINOT IV LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
373980.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.75	0.17	1
373990.000000	SAUTERNES V LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.14	0.17	1
374000.000000	MARTIN JAMES S	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
374010.000000	A M D G HOLDINGS COMPANY LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
374020.000000	A M D G HOLDINGS COMPANY LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
374030.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.03	0.17	1
374040.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.93	0.17	1
374050.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
374060.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
374070.000000	GORMAN JOSEPH E	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.93	0.17	1
374270.000000	CARAWAN PRISCILLA H	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
374280.000000	CARAWAN PRISCILLA H	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
374290.000000	CARAWAN PRISCILLA H	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
374300.000000	TAX EASE FLORIDA REO LLC	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.82	0.17	1
374310.000000	GROSTEFON ROBERT AND CANDICE	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
374360.000000	PETERSON MARK F	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.91	0.17	1
374370.000000	PINOT IV LLC	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.91	0.17	1

RE NO	NAME	PYEAR1	PBLDG1	PMISC1	PLAND1	PJUST1	PASSD1	PEXEM1	PTAX1	RNG	TWP	SEC	KEYNAME	SUBDIVISION	AREA	ACREAGE	FF
374380.000000	ZAPOTOCKY CHARLES	2015	0	0	22500	22500	8983	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.08	0.17	1
374390.000000	WARD FRANK D	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7499.80	0.17	1
374400.000000	JOHNSON FREDERICK K	2015	0	0	50	50	50	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
375630.000000	ZAPOTOCKY CHARLES	2015	0	0	22500	22500	22500	0	22500	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
375640.000000	ZAPOTOCKY CHARLES	2015	0	0	17719	17719	7074	0	17719	33	65	24	GRASSY KEY	CRAIN'S SUBD	5562.05	0.13	1
375770.000000	NEFF THOMAS O TRUST AGREEMENT	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.18	0.17	1
375780.000000	NEFF THOMAS O TRUST AGREEMENT	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.00	0.17	1
375820.000000	NEFF THOMAS O TRUST AGREEMENT	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.05	0.17	1
375830.000000	NEFF THOMAS O TRUST AGREEMENT	2015	0	0	50	50	26	0	50	33	65	24	GRASSY KEY	CRAIN'S SUBD	7500.23	0.17	1
376040.000000	BROWN JESSIE T	2015	0	0	126	126	66	0	126	34	65	19	GRASSY KEY	SANS SOUCI SUBD	55962.16	1.28	1
376060.000000	LACZ FRED J	2015	0	0	56	56	28	0	56	34	65	19	GRASSY KEY	SANS SOUCI SUBD	24971.99	0.57	1
376070.000000	NUGENT SUSAN LYNN	2015	0	0	10000	10000	5324	0	10000	34	65	19	GRASSY KEY	SANS SOUCI SUBD	31028.17	0.71	1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G7
2023-2065

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 2 property for Administrative Relief and Density Reduction - Block 11, Lot 12, Tropical Bay 3rd Addition on Big Pine Key near mile marker 30 from Thomas Carl Rothdeutsch for the price of $120,000.

ITEM BACKGROUND:

This acquisition is proposed to provide ROGO Administrative Relief pursuant to Monroe County Commission Resolution 572A-2023 and to reduce density.

The subject property is located at 30499 Hawk Lane on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $120,000.00
- Cost of Appraisal: $1,900.00
- Cost of Survey: $0.00
- Title Fees & Insurance: $1,150.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $123,810.50

Attributes of the Subject Property:

- Parcel ID#: 00314240-000000
- Size: 8,100 square feet
- Tier Designation: Tier 2 – Transition and Sprawl Reduction Area
- Zoning Designation: Improved Subdivision-Masonry (IS-M)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as Developed Land
- Acquisition List Qualification: This property qualifies because it is for Administrative Relief.

- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: $120,000
- ROGO Dedication Points: 2 points
- Cost per ROGO Dedication Point: $60,000

ADVISORY COMMITTEE ACTION: On February 1, 2024 the Committee voted 5/0 to recommend purchasing this property for the price of $120,000.

PREVIOUS RELEVANT BOCC ACTION:

The Board has approved the purchase of other properties in this subdivision.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Aerial Photograph.pdf
Property Record Card.pdf
Purchase Agreement.pdf
BOCC Resolution 572A-2023.pdf

FINANCIAL IMPACT:
N/A

Block 11, Lot 12, Tropical Bay 3rd Addition

Big Pine Key



Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00314240-000000
Account#	1387762
Property ID	1387762
Millage Group	100H
Location Address	30499 HAWK Ln, BIG PINE KEY
Legal Description	BK 11 LT 12 TROPICAL BAY 3RD ADDN BIG PINE KEY PB5-81 OR402-477 OR509-123 OR624-379 OR788-650 OR788-651 OR804-201 OR2783-932/35 OR2800-2373/74 (Note: Not to be used on legal documents.)
Neighborhood	585
Property Class	VACANT RES (0000)
Subdivision	TROPICAL BAY ADD NO 3
Sec/Twp/Rng	14/66/29
Affordable Housing	No



Owner

ROTHDEUTSCH THOMAS CARL
3667 Southseas St
Big Pine Key FL 33043

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$68,162	$56,133	$46,109	$46,109
=	Just Market Value	**$68,162**	**$56,133**	**$46,109**	**$46,109**
=	Total Assessed Value	**$53,274**	**$48,431**	**$44,028**	**$40,025**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$68,162**	**$56,133**	**$46,109**	**$46,109**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$56,133	$0	$0	$56,133	$48,431	$0	$56,133	$0
2021	$46,109	$0	$0	$46,109	$44,028	$0	$46,109	$0
2020	$46,109	$0	$0	$46,109	$40,025	$0	$46,109	$0
2019	$48,114	$0	$0	$48,114	$36,386	$0	$48,114	$0
2018	$44,105	$0	$0	$44,105	$33,078	$0	$44,105	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
END CANAL UNPERMITTED (01ECM)	8,100.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
6/7/2016	$100	Quit Claim Deed		2800	2373	11 - Unqualified	Vacant		
1/15/2016	$50,000	Warranty Deed		2783	932	05 - Qualified	Vacant		
12/1/1979	$15,000	Conversion Code		804	201	Q - Qualified	Vacant		

View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

2023 TRIM Notice (PDF)

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

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 1/25/2024, 5:42:59 AM

Contact Us

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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between

Thomas Carl Rothdeutsch

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

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$120,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 11, Lot 12, Tropical Bay 3rd Addition (PB 5-81)
   Parcel ID# 00314240-000000

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

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

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

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

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

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

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$120,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

3667 Southseas Street
Big Pine Key, FL 33043

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 29, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Thomas Carl Rothdeutsch**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2024.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Christine Hurley, Executive Director

RESOLUTION NO. 572A –2023

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **APPROVING** THE REQUEST FOR ADMINISTRATIVE RELIEF MADE BY THOMAS ROTHDEUTSCH ON PROPERTY DESCRIBED AS LOT 12, BLOCK 11, TROPICAL BAY 3RD ADD., BIG PINE KEY, RE # 00314240-000000 IN THE FORM **OF A PURCHASE OFFER FROM THE MONROE COUNTY LAND AUTHORITY.**

WHEREAS, Thomas Rothdeutsch submitted an application for administrative relief under Policy 101.7.1 of the **Monroe County Year 2030 Comprehensive Plan**; and

WHEREAS, the Department of Planning and Environmental Resources provided a staff report to the Monroe County Board of County Commissioners regarding the application; and

WHEREAS, the Monroe County Board of County Commissioners makes the following findings of fact and conclusions of law:

1. The application for administrative relief from Thomas Rothdeutsch is for Lot 12, Block 11, Tropical Bay 3rd Addition, Big Pine Key in Monroe County, Florida having Real Estate No. 00314240-000000.
2. The date of the ROGO application is 05/29/2019.
3. The ROGO allocation application has been in the ROGO system for at least four (4) consecutive years and qualifies for administrative relief under Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
4. Monroe County Code (MCC) Section 138-27 provides a mechanism whereby an applicant who has not received an allocation award in ROGO may apply to the Board of County Commissioners for administrative relief.
5. The Board of County Commissioners (BOCC) has the authority to grant administrative relief under Policy 101.7.1 and may grant the applicant a building allocation, offer to purchase the property at fair market value, or provide such other relief as may be necessary and appropriate.
6. The applicant applied for administrative relief on 09/19/2023, under Section 138-27 of the MCC and Policy 101.7.1 of the Monroe County Year 2030 Comprehensive Plan.
7. Policy 101.7.1 and Policy 105.2.8 of the Monroe County Year 2030 Comprehensive Plan provides criteria to be used for determining lands that are appropriate for acquisition and the criteria includes the environmental sensitivity of the vegetative habitat on the lot and the applicable Tier designation.

9. The subject property has the land use district designation of Improved Subdivision (IS) and is located in the Tropical Bay 3rd Addition Subdivision and is located in a Tier II designated area and is also within the Florida Forever acquisition boundary.

10. Monroe County Year 2030 Comprehensive Plan Policy 101.7.1 and Policy 105.2.8 states the Board may offer to purchase property as the preferred action for property located within Tier II.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Administrative relief is granted to Thomas Rothdeutsch, for Lot 12, Block 11, Tropical Bay 3rd Addition, Big Pine Key, Real Estate No. 00314240-000000 in the form of a purchase offer by the Monroe County Land Authority.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 13th day of December, 2023.

Mayor Holly Merrill Raschein	Yes
Mayor Pro Tem James K. Scholl	Yes
Commissioner Craig Cates	Yes
Commissioner Michelle Lincoln	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Holly Merrill Raschein

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: _____

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
DEREK HOWARD
ASSISTANT COUNTY ATTORNEY
DATE 11/12/24

FILED FOR RECORD
2024 JAN 18 PM 4:35
CLK. CIR. CT.
MONROE COUNTY, FLA.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G8
2023-2066

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a resolution authorizing the conveyance of real property described as Block 11, Lot 12, Tropical Bay Third Addition (PB 5-81) on Big Pine Key to Monroe County for density reduction subject to a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:
The Land Authority is in the process of purchasing Block 11, Lot 12, Tropical Bay Third Addition on Big Pine Key for ROGO Administrative Relief and density reduction using funding from the Land Authority's ROGO Reserve Fund.

Density reduction lots are maintained by the BOCC and Monroe County has already acquired a number of density reduction lots in the Tropical Bay neighborhood.

The proposed resolution authorizes the Land Authority to convey the property to Monroe County so the property can be managed in a coordinated manner with the other County owned lots in the neighborhood. Consistent with the County's density reduction goals, the conveyance will be subject to a Land Use Restriction Agreement (LURA) extinguishing the property's density but allowing the County to sell the property.

Estimated Closing Costs:

- Sales Price: $0
- Closing Fee: $250
- Attorney Fee: $475
- Recording Fees: $79
- Total Cost: $804

ADVISORY COMMITTEE ACTION: On February 1, 2024 the Committee voted 5/0 to recommend approval of the proposed resolution.

PREVIOUS RELEVANT BOCC ACTION:
December 13, 2023 BOCC approved Resolution 572A-2023

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Proposed MCLA Resolution.pdf
Aerial Photograph.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY DESCRIBED AS BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY TO MONROE COUNTY FOR DENSITY REDUCTION SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, the Monroe County Board of County Commissioners (hereinafter "BOCC") approved Resolution 572A-2023 approving the request for Administrative Relief made by Thomas Rothdeutsch on the above referenced property (hereinafter "Subject Property") in the form of a purchase offer from the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority"); and

WHEREAS, the Land Authority has contracted to purchase the Subject Property for density reduction and said purchase will be funded from the Land Authority's Rate of Growth Ordinance (ROGO) Reserve Fund; and

WHEREAS, Density Reduction lots are maintained by the BOCC and the BOCC has requested the Land Authority convey the Subject Property to Monroe County subject to a Land Use Restriction Agreement; and

WHEREAS, on February 1, 2024, the Land Authority Advisory Committee voted x/x to recommend _____ of this resolution; NOW, THEREFORE

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

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

Section 2. The Land Authority is hereby authorized to convey the Subject Property to Monroe County subject to the Land Use Restriction Agreement shown in Attachment "A" restricting use of the Subject Property to density reduction in accordance with Section 380.0666(3)(a), Florida Statutes.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this ___ day of _____ 2024.

Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner Holly Raschein	_____
Commissioner Jim Scholl	_____
Chairman David Rice	_____

(Seal)

ATTEST:

_____
Christine Hurley
Executive Director

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
David P. Rice
Chairman

Approved as to form and legality

_____
Gregory Oropeza, Esquire

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

LAND USE RESTRICTION AGREEMENT

BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY WITH PARCEL ID#00314240-000000.

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 20__, between MONROE COUNTY (hereinafter "County") and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "Land Authority"), a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. The site legally described as Lot 12, Block 11, Tropical Bay Third Addition as recorded in Plat Book 5, Page 81, of the Public Records of Monroe County, Florida (hereinafter "Subject Property") located at 30499 Hawk Lane, bay side of Big Pine Key, with Parcel ID Number 00314240-000000.

B. The County has adopted Resolution xx-xxxx nominating the Subject Property for purchase by the Land Authority, with subsequent conveyance to the County for density reduction purposes.

C. The Land Authority has adopted Resolution xx-xxxx and has contracted to purchase the Subject Property.

D. As a condition of the Land Authority purchasing the Subject Property, the County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666 (3)(a) for density reduction.

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

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

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

1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon the County.

1.02 Use of the Subject Property shall be restricted as to density and therefore all density associated with the land is hereby extinguished and the Subject Property hereby and always shall have no density. Consistent with Article VII, Division 2 of the Monroe County Code, the Subject Property may be resold subject to this Land Use Restriction Agreement.

1.03 The County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II
CONSIDERATION

The Land Authority has purchased the Subject Property and is donating same to the County. In consideration of said donation, the County and the Land Authority have entered into this Agreement.

ARTICLE III
RELIANCE

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

ARTICLE IV
TERM

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

ARTICLE V
ENFORCEMENT

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

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

County: Monroe County
1100 Simonton St
Key West, FL 33040
Attention: County Administrator

Monroe County Office of County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
Attention: County Attorney

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

ARTICLE IX
MISCELLANEOUS

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

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

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY WITH PARCEL ID#00314240-000000.

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

WITNESSES:

Monroe County

_____
Print:_____

By:_____
Mayor Holly Merrill Raschein

_____
Print:_____

Address: 1100 Simonton Street
Key West, Florida 33040

Approved as to form and legality

_____
Robert Shillinger, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20__ by Holly Merrill Raschein as Mayor of Monroe County. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

BLOCK 11, LOT 12, TROPICAL BAY THIRD ADDITION (PB 5-81) ON BIG PINE KEY WITH PARCEL ID#00314240-000000.

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

WITNESSES:

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

_____
Print:_____

By:_____
David P. Rice, Chairman

_____
Print:_____

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

Approved as to form and legality

[SEAL]

_____
Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20__, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

Block 11, Lot 12, Tropical Bay 3rd Addition

Big Pine Key



COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G9
2023-2067

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation - Block 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2 on Summerland Key near mile marker 25 from Robert J. Novacek for the price of $115,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits. The subject property is located on 46th Street on the ocean side of Summerland Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $115,000.00
- Cost of Appraisal: $750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: $2,600.00
- Title Fees & Insurance: $1,125.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $120,235.50

Attributes of the Subject Property:

- Parcel ID#: 00200160-000000 and 00200170-000000
- Size: 11,000 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Hammock
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.

- Transferrable Development Rights (TDRs): 2 TDR's
- Cost per TDR: $57,500
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: $23,000

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

ADVISORY COMMITEE ACTION: On February 1, 2024 the Committee voted 5/0 to recommend purchasing this property for the price of $115,000.

PREVIOUS RELEVANT BOCC ACTION:

The Board has approved the purchase of other conservation properties in this subdivision.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

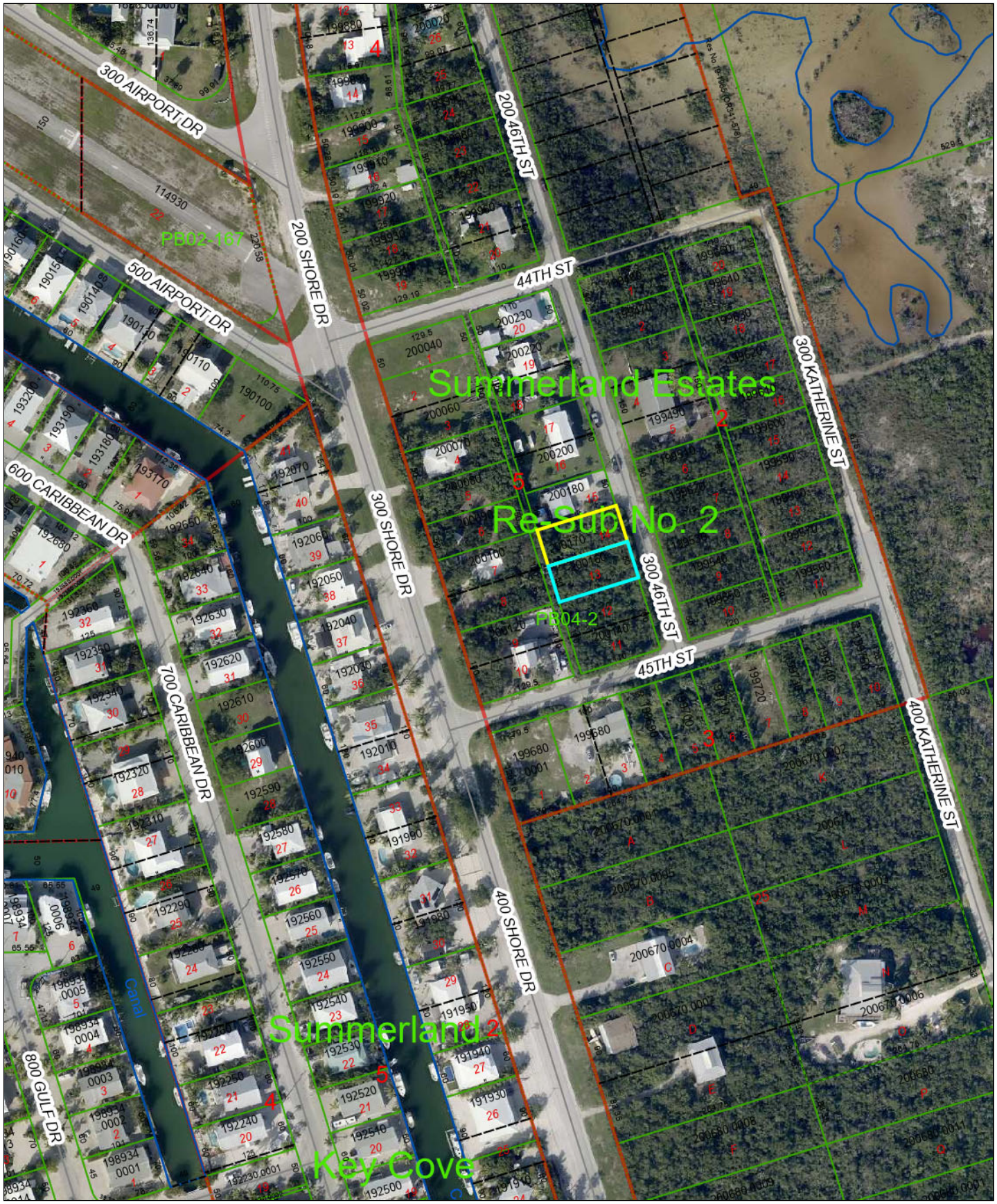
DOCUMENTATION:

Aerial Photograph.pdf
Property Record Card.pdf
Purchase Agreement.pdf

FINANCIAL IMPACT:
N/A

Block 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2

Summerland Key



Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00200160-000000
Account#	1263478
Property ID	1263478
Millage Group	120C
Location Address	VACANT LAN 46TH St, SUMMERLAND KEY
Legal Description	BK 5 LT 13 SUMMERLAND EST RE-SUB #2 SUMMERLAND KEY PB4-2 OR542-648 OR931-1392 (Note: Not to be used on legal documents.)
Neighborhood	739
Property Class	VACANT RES (0000)
Subdivision	SUMMERLAND ESTATES RESUBD #2
Sec/Twp/Rng	36/66/28
Affordable Housing	No

Owner

NOVACEK ROBERT J
339 Gorge View Dr
Blowing Rock NC 28605

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$39,683	$28,999	$24,420	$24,420
=	Just Market Value	**$39,683**	**$28,999**	**$24,420**	**$24,420**
=	Total Assessed Value	**$14,893**	**$13,539**	**$12,308**	**$11,189**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$39,683**	**$28,999**	**$24,420**	**$24,420**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$28,999	$0	$0	$28,999	$13,539	$0	$28,999	$0
2021	$24,420	$0	$0	$24,420	$12,308	$0	$24,420	$0
2020	$24,420	$0	$0	$24,420	$11,189	$0	$24,420	$0
2019	$19,841	$0	$0	$19,841	$10,172	$0	$19,841	$0
2018	$19,841	$0	$0	$19,841	$9,247	$0	$19,841	$0

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

Land

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

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/1/1985	$7,000	Warranty Deed		931	1392	M - Unqualified	Vacant		

View Tax Info

View Taxes for this Parcel

Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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

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Monroe County, FL

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

Summary

Parcel ID	00200170-000000
Account#	1263486
Property ID	1263486
Millage Group	120C
Location Address	VACANT LAN 46TH St, SUMMERLAND KEY
Legal Description	BK 5 LT 14 SUMMERLAND EST RE-SUB #2 SUMMERLAND KEY PB4-2 OR542-648 OR931-1392 (Note: Not to be used on legal documents.)
Neighborhood	739
Property Class	VACANT RES (0000)
Subdivision	SUMMERLAND ESTATES RESUBD #2
Sec/Twp/Rng	36/66/28
Affordable Housing	No

Owner

NOVACEK ROBERT J
339 Gorge View Dr
Blowing Rock NC 28605

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$39,683	$28,999	$24,420	$24,420
=	Just Market Value	**$39,683**	**$28,999**	**$24,420**	**$24,420**
=	Total Assessed Value	**$14,893**	**$13,539**	**$12,308**	**$11,189**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$39,683**	**$28,999**	**$24,420**	**$24,420**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$28,999	$0	$0	$28,999	$13,539	$0	$28,999	$0
2021	$24,420	$0	$0	$24,420	$12,308	$0	$24,420	$0
2020	$24,420	$0	$0	$24,420	$11,189	$0	$24,420	$0
2019	$19,841	$0	$0	$19,841	$10,172	$0	$19,841	$0
2018	$19,841	$0	$0	$19,841	$9,247	$0	$19,841	$0

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

Land

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

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/1/1985	$1	Warranty Deed		931	1392	M - Unqualified	Vacant		

View Tax Info

View Taxes for this Parcel

Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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Contact Us

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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between

Robert J. Novacek

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

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$115,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 5, Lots 13 and 14, Summerland Estates Re-subdivision No. 2 (PB 4-2)
   Parcel ID# 00200160-000000 and 00200170-000000

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

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

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

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

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

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

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$115,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

339 Gorge View Drive **Blowing Rock, NC 28605**	**with a copy to:**	**Lara Martin** **Coldwell Banker Schmitt Real Estate** **hapynkeys@gmail.com**

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. In the event the Seller(s) desire to effect a tax deferred exchange in connection with the conveyance of the property, the LAND AUTHORITY and the Seller(s) agree to cooperate in effecting such exchange; provided, however, that the Seller(s) shall be responsible for all additional costs associated with such exchange and the LAND AUTHORITY shall not assume any additional liability with respect to such exchange. The LAND AUTHORITY and the Seller(s) shall execute such additional documents, including assignment of this contract in connection therewith, at no cost to the LAND AUTHORITY, as shall be required to give effect to this provision.

14. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 25, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed by March 1, 2024, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Robert J. Novacek**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2024.

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

(Seal)

_____
Christine Hurley, Executive Director

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G10
2023-2083

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval to amend the Acquisition List to add 1) Block 2, Lots 8 and 9, Hibiscus Park on Key Largo and 2) Lots 22 and 23, Burton's Addition to Tavernier on Key Largo as affordable housing sites.

ITEM BACKGROUND:
This agenda item proposes to add two properties to the Land Authority's Acquisition List as affordable housing sites.

The first site is Block 2, Lots 8 and 9, Hibiscus Park on Key Largo (including 2 ROGO exemptions).

The second site is Lots 22 and 23, Burton's Addition to Tavernier on Key Largo (including up to 6 ROGO exemptions).

ADVISORY COMMITTEE ACTION: On February 1, 2024 the Committee voted 5/0 to recommend approval.

PREVIOUS RELEVANT BOCC ACTION:
On January 31, 2024, the Board adopted the 2024 Acquisition List.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

LIST-2024 Approved 24-02-01 AC 24-02-21 GB.pdf

FINANCIAL IMPACT:
N/A

MONROE COUNTY LAND AUTHORITY
(MCLA)
2024 ACQUISITION LIST
Approved by MCLA Advisory Committee 2/1/24 and Adopted by MCLA Governing Board 2/21/24

This Acquisition List has been developed to guide purchases using MCLA funding.

Florida Statutes 380.0667. Advisory committee: acquisitions, Section (3) indicates: The land authority shall approve the list of acquisitions, in whole or in part, in the order of priority recommended by the advisory committee.

Ordinance 031-1986, Section 8, further indicates: The Advisory Committee shall establish, on or before January 15 of each year, an identification and prioritization of land acquisition for the Land Authority.

The list also incorporates by reference the Florida Keys Stewardship Act that took effect on July 1, 2016, as amended, the land acquisition priorities in Policy 102.4.2 of the 2030 Comprehensive Plan, the Memorandum of Understanding between DEP and Monroe County revised on October 20, 2021 and House Bill 1173 that took effect on April 6, 2018.

PROPERTY IN FLORIDA KEYS AREA OF CRITICAL STATE CONCERN (OUTSIDE OF KEY WEST)

The MCLA Advisory Committee will promote acquisition of conservation land as follows:

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
Property Designated Tier 1, Tier 2, or Tier 3A with priority being properties located within the Big Pine Habitat Conservation Plan	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 with significant habitat or connectivity	Property Rights Protection Retire Development Rights Environmental	None	MCLA, Local, State, or Federal Government
Property Designated Tier 3 without significant habitat or connectivity	Either affordable housing or Density Reduction	To be determined	BOCC Preferred, MCLA
Property Eligible for ROGO Administrative Relief	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Impacted by Local Government Regulations or prioritized by a local government for acquisition for density reduction, environmental protection, and conservation purposes	Property Rights Protection Environmental Protection	None	MCLA, Local, State, or Federal Government
Property Within Florida Forever Projects (with priority for those with potential for resale to the State of Florida DEP).	Environmental Protection Property Rights Protection	None	MCLA, Local, State, or Federal Government

The MCLA Advisory Committee will promote acquisition, by fee simple purchases or other means provided in HB 1173, to address affordable workforce housing damaged or destroyed by Hurricane Irma by adding to the Acquisition List, on a case-by-case basis, affordable housing sites that are preferably ROGO-exempt to be acquired by government partners provided the sites are not located in a V flood zone and do not include environmentally sensitive habitat or possible wetlands, and are not located in areas prohibited for development by Comprehensive Plan Policy 601.1.11. The Monroe County Code defines environmentally sensitive lands as "areas of native habitat requiring special management attention to protect important fish and wildlife resources and other natural systems or processes. Environmentally sensitive lands typically include wetlands and other surface waters, tropical hardwood hammocks and pinelands." Native habitat includes Species Focus Areas identified by the US Fish and Wildlife Service but does not include Species Focus Area Buffers. Therefore, MCLA shall not purchase or fund affordable housing that impacts any habitat defined as environmentally sensitive or is located in any of the following areas: Species Focus Areas; areas designated Tier 1, 2, or 3A; V flood zones; offshore islands; or areas within a Coastal Barriers Resource System unit. Evidence of environmental sensitivity includes, but is not limited to, a determination to be made by the County Environmental Resources Office of whether the construction of affordable housing requires habitat to be removed and mitigated.

Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager
A portion of Tracts A and B, Revised Plat of Amended Plat of Sugarloaf Shores Section F (PB 6-9)	Affordable Housing Construction Funding	Affordable Housing	Rural Neighborhoods, Inc. Developer
Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)	Lot 8 - Affordable Housing with ROGO Exemption Lot 9 – Affordable Housing with ROGO Exemption	Affordable Housing Affordable Housing	TBD/TBD
Lots 22 and 23, Burton's Addition to Tavernier (PB 2-82)	Lots 22 and 23 – Affordable Housing with 6 ROGO Exemptions	Affordable Housing	TBD/TBD

PROPERTY IN KEY WEST AREA OF CRITICAL STATE CONCERN

In Key West, the MCLA Advisory Committee will consider adding to the Acquisition List, on a case-by-case basis, affordable housing sites to be acquired by government partners provided the sites do not include environmentally sensitive habitat or possible wetlands (see above). Favorable factors in the analysis and consideration of affordable housing sites will include the record of the partner in the project; quality of the project; ability of the project to serve individuals, couples, and families; leverage from additional non-MCLA funds brought to the project; and the MCLA funds price per unit.

Property Type	Acquisition Objectives	Intended Development	Proposed Owner/Manager

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G11
2023-2081

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3 property with two ROGO exemptions for affordable housing - Block 2, Lots 8 and 9, Hibiscus Park on Key Largo near mile marker 101 from L.J. Gators, LLC for the price of $530,000.

ITEM BACKGROUND:

This acquisition is proposed to provide an affordable housing site.

The subject property consists of two adjoining lots located at 15 and 17 Hibiscus Lane on the ocean side of Key Largo. Each lot is ROGO exempt.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $530,000.00
- Cost of Appraisals: $5,150
- Cost of Survey: $0.00
- Title Fees & Insurance: $3,200.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $539,110.50

Attributes of the Subject Property:

- Parcel ID#: 00507510-000000 and 00507520-000000
- Size: 14,000 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Urban Residential Mobile Home (URM)
- Future Land Use Map Designation: Residential High (RH)
- Vegetation: Developed land.
- Acquisition List Qualification: This property is being added to the Acquisition List as an

affordable housing site.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 2 TDRs
- Cost per TDR: $265,000
- ROGO Dedication Points: 10 points
- Cost per ROGO Dedication Point: $53,000

ADVISORY COMMITTEE ACTION: On February 1, 2024 the Committee voted 5/0 to recommend purchasing this property for the price of $530,000.

PREVIOUS RELEVANT BOCC ACTION:

None

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

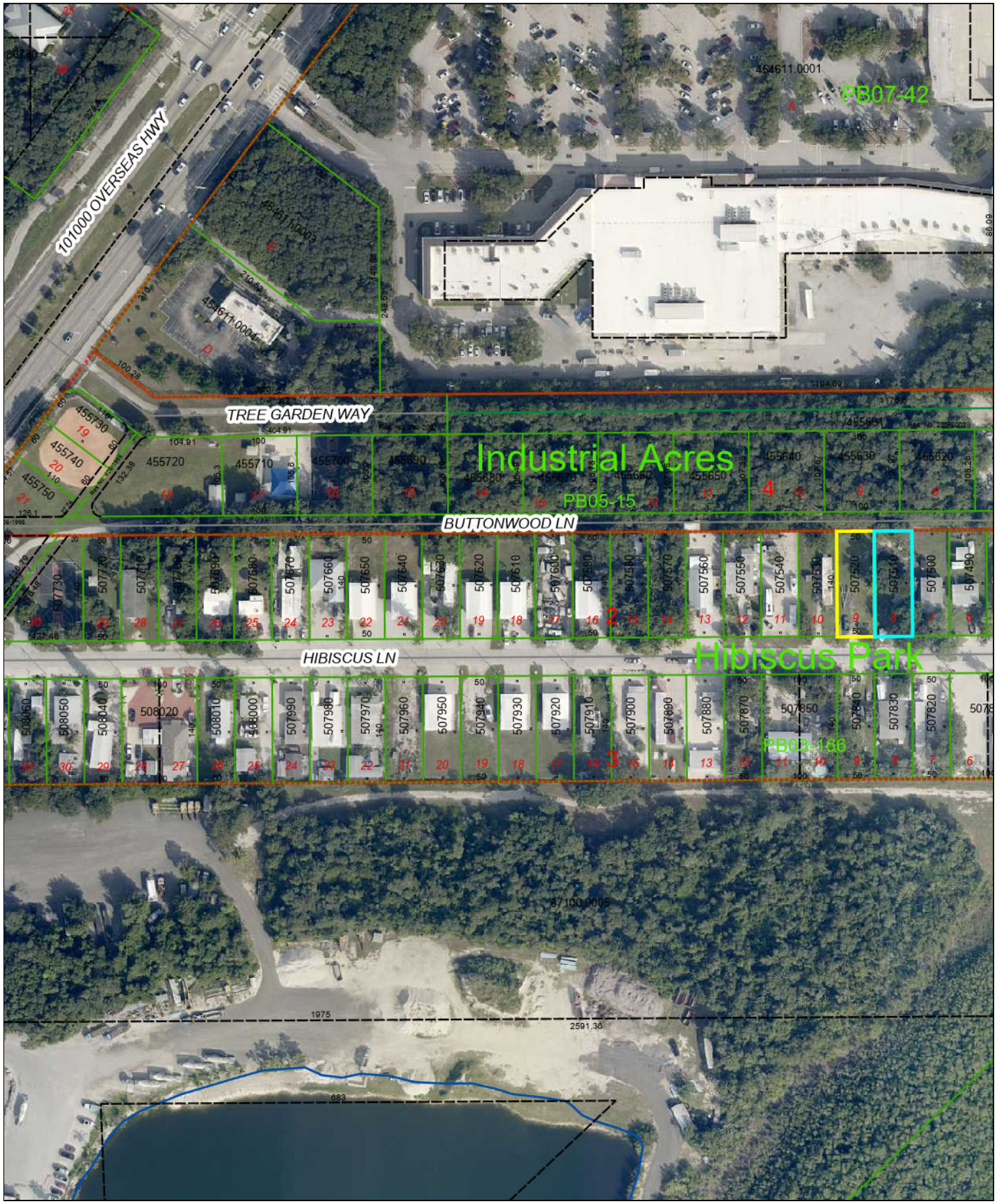
DOCUMENTATION:

Aerial Photograph.pdf
Property Record Cards.pdf
Purchase Agreement.pdf

FINANCIAL IMPACT:
N/A

Block 2, Lots 8 and 9, Hibiscus Park

Key Largo



Monroe County, FL

Disclaimer

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

Summary

Parcel ID	00507510-000000
Account#	1625337
Property ID	1625337
Millage Group	500K
Location Address	15 HIBISCUS Ln, KEY LARGO
Legal Description	BK 2 LT 8 HIBISCUS PARK PB3-166 KEY LARGO OR409-997 OR3194-1077DC OR3194-1079DC OR3152-1691 OR3194-1090 (Note: Not to be used on legal documents.)
Neighborhood	1854
Property Class	VACANT RES (0000)
Subdivision	HIBISCUS PARK
Sec/Twp/Rng	27/61/39
Affordable Housing	No



Owner

L J GATORS LLC
794 E Shore Dr
Summerland Key FL 33042

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$26,925	$24,738	$26,052
+	Market Misc Value	$2,575	$0	$0	$0
+	Market Land Value	$171,500	$112,000	$54,250	$54,250
=	Just Market Value	**$174,075**	**$138,925**	**$78,988**	**$80,302**
=	Total Assessed Value	**$174,075**	**$71,363**	**$64,875**	**$58,977**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$174,075**	**$138,925**	**$78,988**	**$80,302**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$112,000	$26,925	$0	$138,925	$71,363	$0	$138,925	$0
2021	$54,250	$24,738	$0	$78,988	$64,875	$0	$78,988	$0
2020	$54,250	$26,052	$0	$80,302	$58,977	$0	$80,302	$0
2019	$54,250	$26,052	$0	$80,302	$53,615	$0	$80,302	$0
2018	$43,750	$4,991	$0	$48,741	$48,741	$0	$48,741	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED MOBILE DRY (02DP)	7,000.00	Square Foot	50	140

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	2022	2023	240 x 5	1	1200 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/14/2022	$125,000		2391662	3194	1090	19 - Unqualified	Improved		
1/28/2022	$0	Order (to be used for Order Det. Heirs, Probate in	2359705	3152	1691	30 - Unqualified	Improved		
2/1/1974	$1,500	Conversion Code		409	997	Q - Qualified	Vacant		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
R-FENCE-2023-0071	3/17/2023	5/12/2023	$2,450	Residential	INSTALLATION OF 228 LF OF 5' TALL GALVANIZED CHAIN LINK FENCE AND 1 - 12' x 5' GALVANIZED CHAIN LINK DOUBLE DRIVE GATE.
22301662	10/24/2022	12/31/2022	$6,500	Residential	

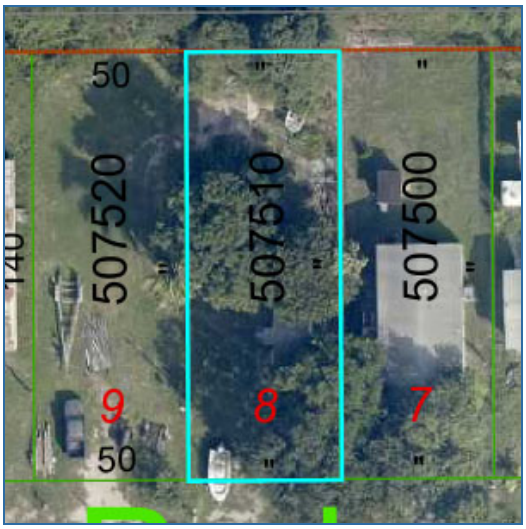
View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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Monroe County, FL

Disclaimer

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

Summary

Parcel ID	00507520-000000
Account#	1625345
Property ID	1625345
Millage Group	500K
Location Address	17 HIBISCUS Ln, KEY LARGO
Legal Description	BK 2 LT 9 HIBISCUS PARK PB3-166 KEY LARGO OR453-226 OR707-398 OR802-351 OR807-1526 OR2030-21 OR2815-2192/93 OR2815-2196 OR3114-0078 (Note: Not to be used on legal documents.)
Neighborhood	1854
Property Class	VACANT RES (0000)
Subdivision	HIBISCUS PARK
Sec/Twp/Rng	27/61/39
Affordable Housing	No



Owner

L J GATORS LLC
27205 Overseas Hwy
Ramrod Key FL 33042

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$46,510	$30,509
+	Market Misc Value	$2,575	$1,357	$1,923	$1,985
+	Market Land Value	$171,500	$112,000	$54,250	$54,250
=	Just Market Value	**$174,075**	**$113,357**	**$102,683**	**$86,744**
=	Total Assessed Value	**$124,693**	**$113,357**	**$102,683**	**$75,385**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$174,075**	**$113,357**	**$102,683**	**$86,744**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$112,000	$0	$1,357	$113,357	$113,357	$0	$113,357	$0
2021	$54,250	$46,510	$1,923	$102,683	$102,683	$0	$102,683	$0
2020	$54,250	$30,509	$1,985	$86,744	$75,385	$0	$86,744	$0
2019	$54,250	$32,888	$2,047	$89,185	$68,532	$0	$89,185	$0
2018	$43,750	$16,444	$2,108	$62,302	$62,302	$0	$62,302	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED SFR DRY (01DP)	7,000.00	Square Foot	50	140

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	2022	2023	240 x 5	1	1200 SF	1

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/7/2021	$120,000	Warranty Deed	2331214	3114	0078	19 - Unqualified	Vacant		
9/7/2016	$75,000	Warranty Deed		2815	2192	37 - Unqualified	Improved		
3/1/1980	$5,000	Warranty Deed		807	1526	Q - Qualified	Vacant		
2/1/1970	$1,000	Conversion Code		802	351D	Q - Qualified	Vacant		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
21301079	7/14/2021	9/7/2021	$0		

View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

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AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between

L.J. Gators, LLC

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

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$530,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)
   Parcel ID#s 00507510-000000 and 00507520-000000

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

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

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

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

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

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

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$530,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

794 East Shore Drive
Summerland Key, FL 33042

Lanny Gardner
Bluescape Real Estate
Lannygardner74@gmail.com

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 31, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **L.J. Gators, LLC**

By: **John Myers, Manager**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

By: **Lanny Gardner, Manager**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2024.

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

(Seal)

_____
Christine Hurley, Executive Director

Addendum to Contract

Addendum No. 1 to the Contract with the Effective Date of January 31, 2024 between

LJ Gators LLC (Seller)

and Monroe County Land Authority (Buyer)

concerning the property described as: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)Parcel ID#s 00507510-000000 and 00507520-000000

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:
Buyer acknowledges that Seller is the real estate agent and owner of these parcels.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: Lanny Gardner Date: 01/29/2024

Seller: John Myers Date: 01/30/2024

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G12
2023-2087

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3 property with six ROGO exemptions for affordable housing - Lots 22 and 23, Burtons Addition to Tavernier on Key Largo near mile marker 92 from John F. Gillen, Carol Gillen, and the Lawrence J. Hogan Estate for the price of $975,000.

ITEM BACKGROUND:

This acquisition is proposed to provide an affordable housing site for development of 6 affordable housing units.

The subject property consists of two adjoining lots located at 159 Florida Avenue in Tavernier on the bay side of Key Largo. The site is currently developed with dilapidated, unoccupied mobile homes, which will need to be demolished as a Land Authority cost and may qualify for up to 6 ROGO exemptions. Finally, there is a code compliance lien that we are seeking a waiver from related to failure to hookup to the sewer system. Upon demolition and rebuilding the site will be connected to sewer.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $975,000.00
- Cost of Appraisals: $7,050.00
- Cost of Survey: $1,500.00
- Title Fees & Insurance: $5,425.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $989,735.50

Attributes of the Subject Property:

- Parcel ID#: 00479430-000000
- Size: 11,150 square feet

- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Mixed Use (MU)
- Future Land Use Map Designation: Mixed Use/Commercial (MC)
- Vegetation: Developed land
- Acquisition List Qualification: This property is being added to the Acquisition List as an affordable housing site.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 0.26 TDRs
- Cost per TDR: $3,750,000
- ROGO Dedication Points: 10 points
- Cost per ROGO Dedication Point: $97,500

ADVISORY COMMITTEE ACTION: On February 1, 2024 the Committee voted 5/0 to recommend purchasing this property for the price of $975,000.

PREVIOUS RELEVANT BOCC ACTION:

None.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

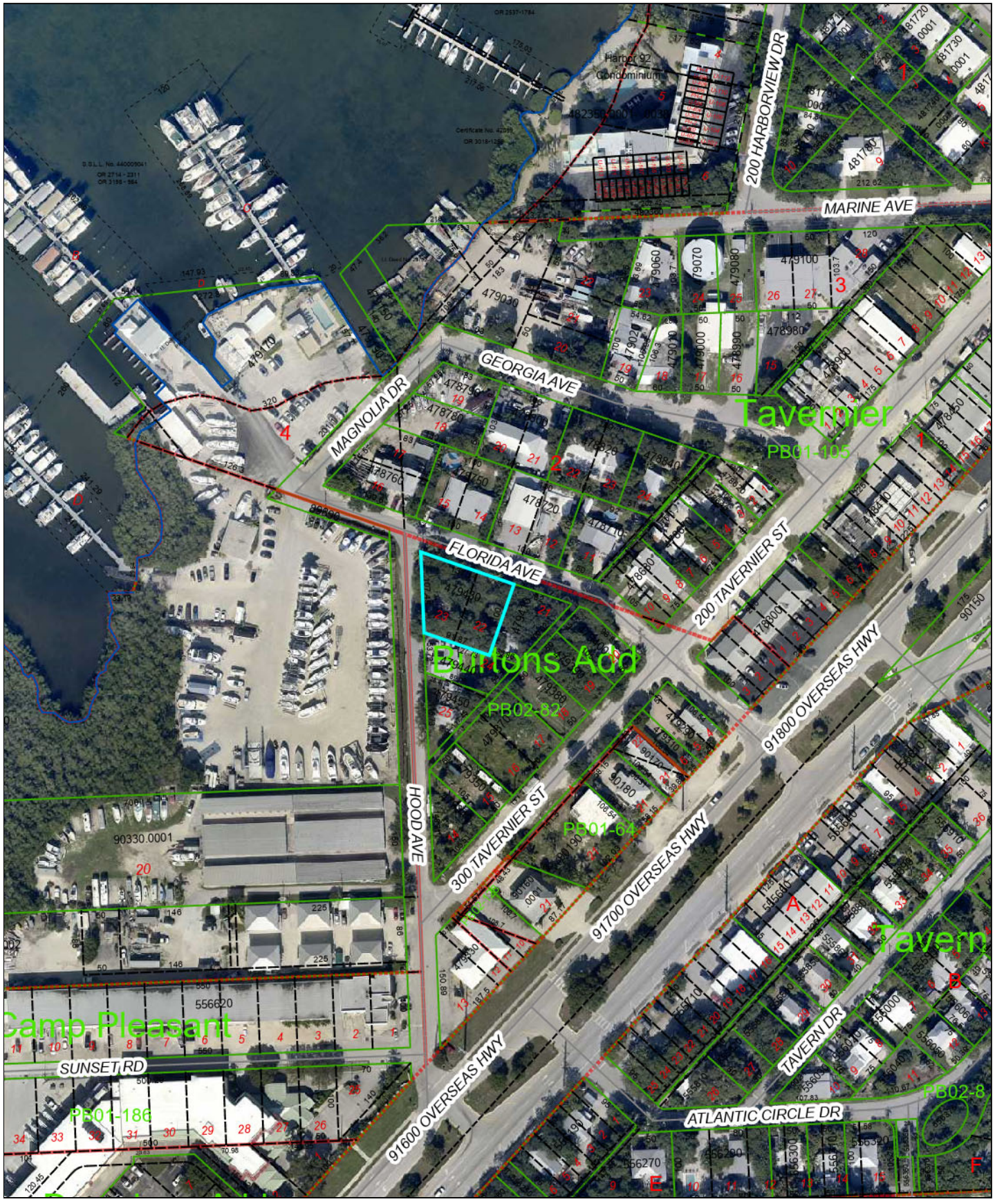
DOCUMENTATION:

Aerial Photograph.pdf
Property Record Card.pdf
Purchase Agreement.pdf

FINANCIAL IMPACT:
N/A

Lots 22 and 23, Burton's Addition to Tavernier

Key Largo



Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00479430-000000
Account#	1585947
Property ID	1585947
Millage Group	500P
Location Address	159 FLORIDA Ave, TAVERNIER
Legal Description	LT 22 & 23 BURTONS ADD TO TAVERNIER PB2-82 KEY LARGO OR21-330 OR265-555-556 OR757-1231 OR871-690 RE: 479420 COMBINED FOR 1984 8-2-84 OR1021-1290/1291/AFF OR1021-1293D/C OR1044-458 OR1209-1302 OR3233-738 OR3233-739 (Note: Not to be used on legal documents.)
Neighborhood	1709
Property Class	MULTI-FAMILY FOURPLEX (0804)
Subdivision	BURTON'S ADD TO TAVERNIER
Sec/Twp/Rng	34/62/38
Affordable Housing	No



Owner

GILLEN JOHN F
35396 Bayshore Ln
Millsboro DE 19966

GILLEN CAROL
35396 Bayshore Ln
Millsboro DE 19966

HOGAN LAWRENCE J

HOGAN JOANNE M

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$48,223	$49,092	$40,844	$42,307
+	Market Misc Value	$3,683	$3,683	$3,683	$3,683
+	Market Land Value	$373,302	$238,443	$164,881	$152,198
=	Just Market Value	**$425,208**	**$291,218**	**$209,408**	**$198,188**
=	Total Assessed Value	**$245,716**	**$223,378**	**$203,071**	**$184,610**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$425,208**	**$291,218**	**$209,408**	**$198,188**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$238,443	$49,092	$3,683	$291,218	$223,378	$0	$291,218	$0
2021	$164,881	$40,844	$3,683	$209,408	$203,071	$0	$209,408	$0
2020	$152,198	$42,307	$3,683	$198,188	$184,610	$0	$198,188	$0
2019	$136,978	$43,501	$3,683	$184,162	$167,827	$0	$184,162	$0
2018	$136,978	$48,194	$3,650	$188,822	$155,789	$0	$188,822	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI RES DRY (080D)	11,150.00	Square Foot	0	0

Buildings

Building ID	26407
Style	MANUFACTURED HOME
Building Type	S.F.R. - R1 / R1
Building Name	
Gross Sq Ft	356
Finished Sq Ft	168
Stories	1 Floor
Condition	POOR
Exterior Walls	METAL/ALUM
Year Built	1970
EffectiveYearBuilt	1970
Foundation	CONC BLOCK
Roof Type	FLAT OR SHED
Roof Coverage	METAL
Flooring Type	PLYWD/PR BD
Heating Type	NONE with 0% NONE

Perimeter	58	**Bedrooms**	1
Functional Obs	0	**Full Bathrooms**	1
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	52	**Grade**	300
Interior Walls	PLYWOOD PANEL	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	168	168	0
OPF	OP PRCH FIN LL	188	0	0
TOTAL		**356**	**168**	**0**

Building ID	26408	**Exterior Walls**	METAL/ALUM
Style	MANUFACTURED HOME	**Year Built**	1958
Building Type	S.F.R. - R1 / R1	**EffectiveYearBuilt**	1958
Building Name		**Foundation**	CONC BLOCK
Gross Sq Ft	468	**Roof Type**	FLAT OR SHED
Finished Sq Ft	288	**Roof Coverage**	METAL
Stories	1 Floor	**Flooring Type**	PLYWD/PR BD
Condition	POOR	**Heating Type**	NONE with 0% NONE
Perimeter	88	**Bedrooms**	1
Functional Obs	0	**Full Bathrooms**	1
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	59	**Grade**	300
Interior Walls	WALL BD/WD WAL	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	288	288	0
OPF	OP PRCH FIN LL	180	0	0
TOTAL		**468**	**288**	**0**

Building ID	26409	**Exterior Walls**	METAL/ALUM
Style	MANUFACTURED HOME	**Year Built**	1955
Building Type	S.F.R. - R1 / R1	**EffectiveYearBuilt**	1955
Building Name		**Foundation**	CONC BLOCK
Gross Sq Ft	404	**Roof Type**	FLAT OR SHED
Finished Sq Ft	240	**Roof Coverage**	METAL
Stories	1 Floor	**Flooring Type**	PLYWD/PR BD
Condition	POOR	**Heating Type**	NONE with 0% NONE
Perimeter	76	**Bedrooms**	1
Functional Obs	0	**Full Bathrooms**	1
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	62	**Grade**	300
Interior Walls	PLYWOOD PANEL	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	240	240	0
PTO	PATIO	84	0	0
SPF	SC PRCH FIN LL	80	0	0
TOTAL		**404**	**240**	**0**

Building ID	26411	**Exterior Walls**	METAL/ALUM
Style	MANUFACTURED HOME	**Year Built**	1971
Building Type	S.F.R. - R1 / R1	**EffectiveYearBuilt**	1971
Building Name		**Foundation**	CONC BLOCK
Gross Sq Ft	668	**Roof Type**	FLAT OR SHED
Finished Sq Ft	420	**Roof Coverage**	METAL
Stories	1 Floor	**Flooring Type**	PLYWD/PR BD
Condition	POOR	**Heating Type**	NONE with 0% NONE
Perimeter	94	**Bedrooms**	1
Functional Obs	0	**Full Bathrooms**	1
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	51	**Grade**	300
Interior Walls	PLYWOOD PANEL	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
EPB	ENCL PORCH BLK	200	0	66
FLA	FLOOR LIV AREA	420	420	94
OPF	OP PRCH FIN LL	48	0	28
TOTAL		**668**	**420**	**188**

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1970	1971	10 x 10	1	100 SF	2
CONC PATIO	1979	1980	16 x 20	1	320 SF	1
CONC PATIO	1979	1980	5 x 10	1	50 SF	1
FENCES	1990	1991	6 x 28	1	168 SF	2
WOOD DECK	1979	2004	10 x 14	1	140 SF	2
FENCES	1990	2004	7 x 24	1	168 SF	2
LC UTIL BLDG	1990	2004	4 x 6	1	24 SF	1
CONC PATIO	1971	2004	4 x 8	1	32 SF	1
LC UTIL BLDG	1971	2004	6 x 10	1	60 SF	1
FENCES	1990	2004	6 x 14	1	84 SF	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/1/1992	$100,000	Warranty Deed		1209	1302	Q - Qualified	Improved		
3/1/1988	$90,000	Warranty Deed		1044	458	U - Unqualified	Improved		
1/1/1983	$0	Warranty Deed		871	690	M - Unqualified	Improved		

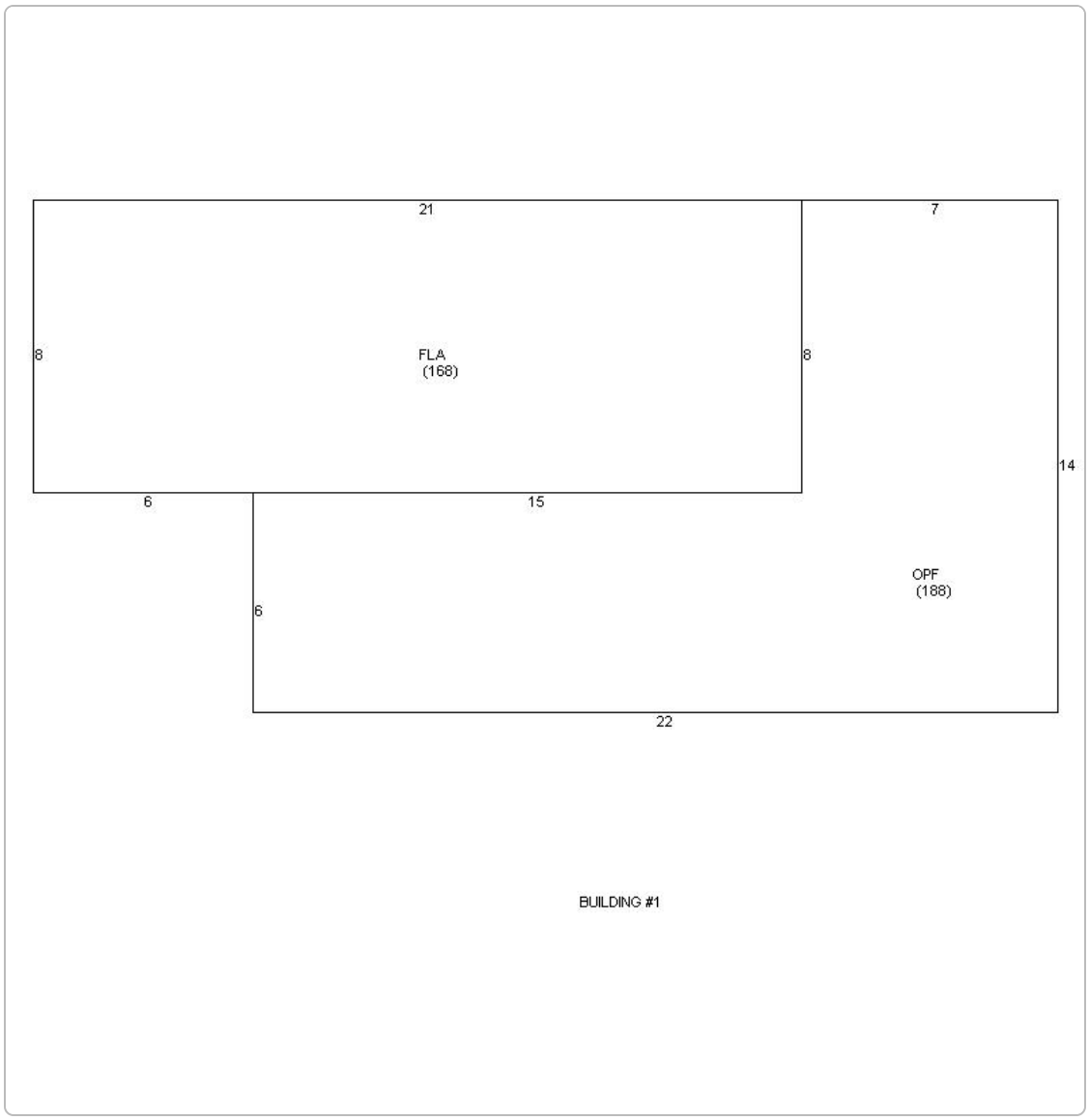
Permits

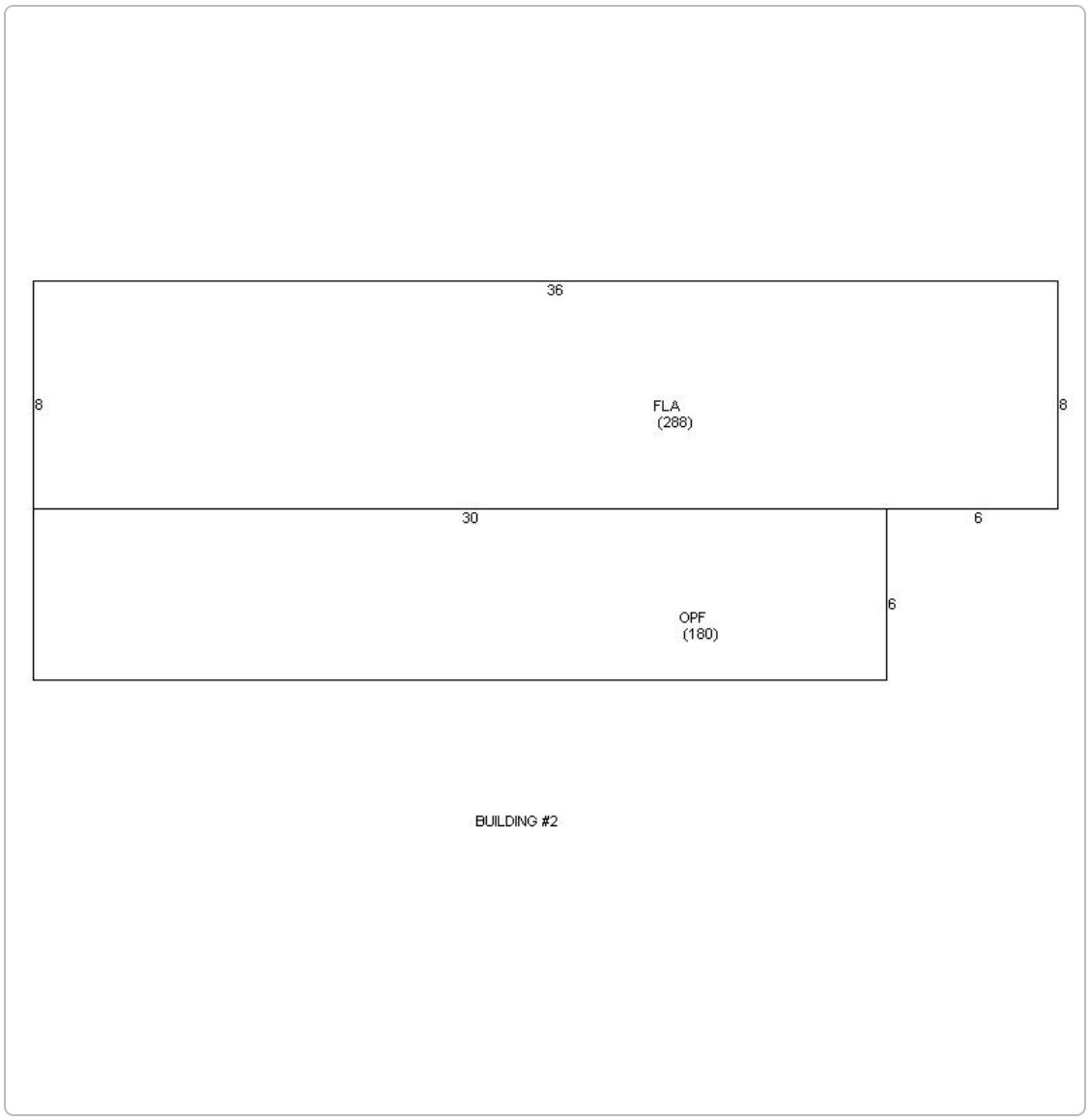
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
9733265	10/1/1997	2/1/1998	$1	Residential	REMOVE BURNED TRAILER

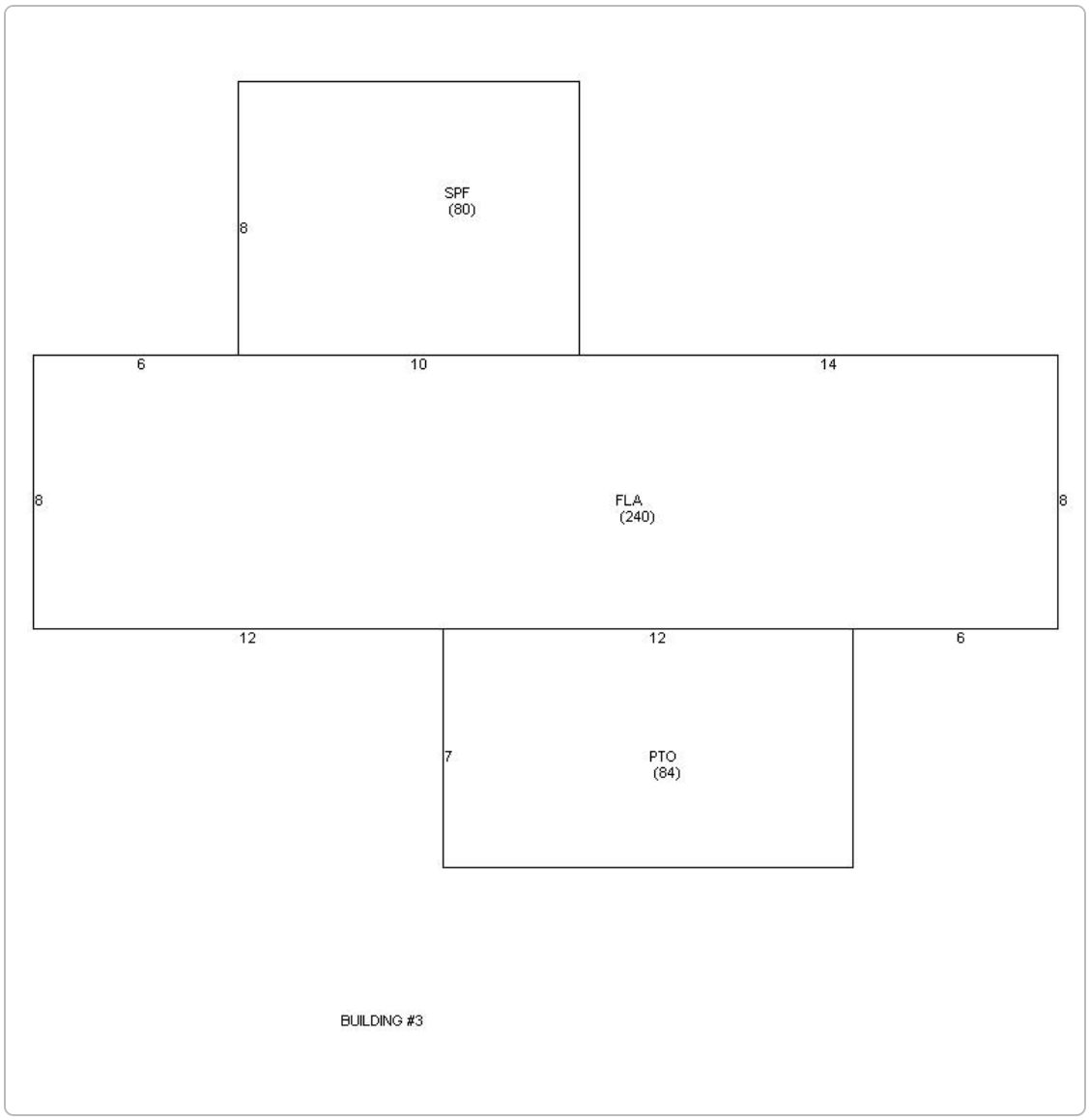
View Tax Info

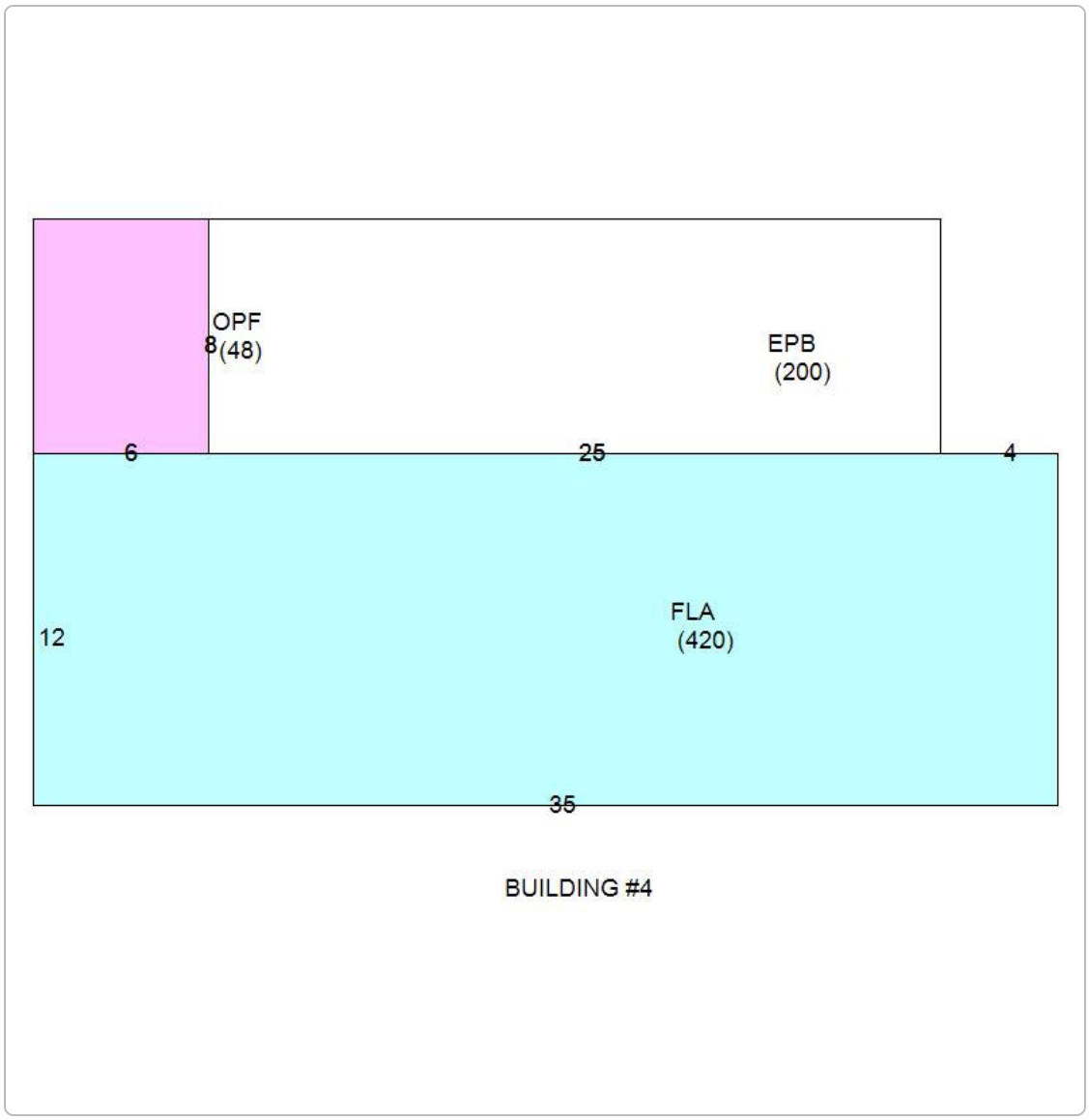
View Taxes for this Parcel

Sketches (click to enlarge)


21
7
8
FLA
(168)
8
14
6
15
OPF
(188)
6
22
BUILDING #1


36
8
FLA
(288)
8
30
6
6
OPF
(180)
BUILDING #2

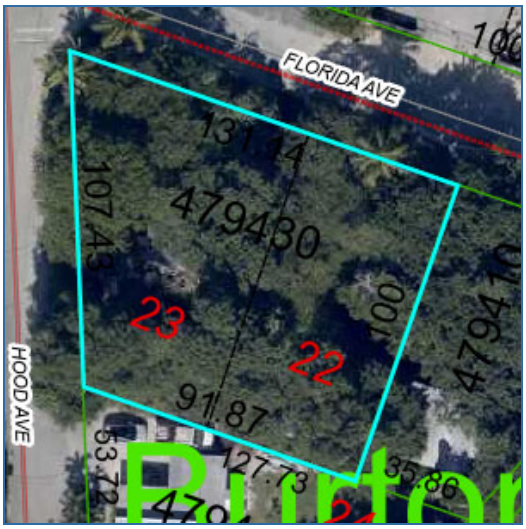

SPF
(80)
8
6
10
14
8
FLA
(240)
8
12
12
6
7
PTO
(84)
BUILDING #3


OPF
8
(48)
EPB
(200)
6
25
4
FLA
(420)
12
35
BUILDING #4

Photos


1585947-20170516

Map



TRIM Notice

2023 TRIM Notice (PDF)

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 1/29/2024, 4:04:39 AM

Contact Us

Developed by Schneider GEOSPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between

John F. Gillen, Carol Gillen, and the Lawrence J. Hogan Estate

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

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$975,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Lots 22 and 23, Burton's Addition to Tavernier (PB 2-82)
   Parcel ID# 00479430-000000

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

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

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

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

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

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

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

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7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

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9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

c/o Sabrina Wampler
Ocean Sotheby's International Realty
sabrina.sarah@oceansir.com

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The LAND AUTHORITY accepts the property with the sewer code violations and agrees to resolve any present or future liens levied by Monroe County regarding sewer connections.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **January 30, 2024** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **John F. Gillen**

Signature	Date	Phone Number	Email Address

Seller/ **Carol Gillen**

Signature	Date	Phone Number	Email Address

Seller/ **Lawrence J. Hogan Estate**
By: **Robert Stober Esq., agent of heirs of Lawrence J. Hogan Estate**

Signature	Date	Phone Number	Email Address

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 03-2016, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2024.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Christine Hurley, Executive Director

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G13
2023-2119

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a resolution authorizing the purchase of Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) with Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, FL, for affordable housing; and authorizing the conveyance of the property (excluding 2 Rate of Growth Ordinance (ROGO) exemptions) to Monroe County subject to a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:

The Land Authority is in the process of purchasing Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) with Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, Florida for the purposes of affordable housing redevelopment. On June 21, 2023, the Board of County Commissioners approved Resolution 224-2023 (attached), which awarded Habitat for Humanity of the Upper Keys, Inc. 10 affordable ROGO allocations for future affordable housing development. In June, 2023, Lindsay Fast, Executive Director of the Upper Keys Habitat for Humanity asked the Monroe County Land Authority to assist in securing land for affordable housing development.

The two lots at 15 and 17 Hibiscus Lane are under contract for purchase by the Monroe County Land Authority and are candidates for Upper Keys Habitat for Humanity for redevelopment as affordable housing.

Since Habitat has 10 affordable allocations, the Monroe County Land Authority will keep the 2 ROGO Exemptions for future use at an alternate site. Habitat can use 2 of their 10 affordable ROGO allocations toward redevelopment of these two sites.

The Land Authority requires a Land Use Restriction Agreement (LURA) to be recorded in land records and enforced by the Board of County Commissioners, to assure the development on these sites remains affordable in perpetuity consistent with the Florida Statute governing Land Authority activities.

ADVISORY COMMITTEE ACTION: On February 1, 2024 the Advisory Committee considered this purchase and voted 5/0 to recommend approval.

PREVIOUS RELEVANT BOCC ACTION:
June 21, 2023 BOCC approved Resolution 224-2023

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCLA Proposed Resolution and LURA (LJ Gators).pdf
BOCC Resolution 224-2023
Aerial Photograph
Habitat for Humanity Upper Keys Request Letter.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE PURCHASE OF BLOCK 2, LOTS 8 AND 9, HIBISCUS PARK (PB 3-166) WITH PARCEL ID#S 00507510-000000 AND 00507520-000000 COMMONLY KNOWN AS 15 AND 17 HIBISCUS LANE, TAVERNIER, FL, FOR AFFORDABLE HOUSING; AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY (EXCLUDING 2 RATE OF GROWTH ORDINANCE (ROGO) EXEMPTIONS) TO MONROE COUNTY SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, Monroe County (hereinafter "County") desires the Monroe County Comprehensive Plan Land Authority (hereinafter "Authority") to purchase Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166) with a Parcel ID#s 00507510-000000 and 00507520-000000 commonly known as 15 and 17 Hibiscus Lane, Tavernier, Florida, (hereinafter "Subject Property") for affordable housing; and

WHEREAS, the County adopted Resolution XXXX-XX nominating the property for purchase by the Authority; and

WHEREAS, purchase of the subject property for affordable housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owner has agreed to sell the site to the Authority; and

WHEREAS, the Authority wishes to assist the County in acquiring the subject property for development as affordable housing.

WHEREAS, Habitat for Humanity of the Upper Keys, Inc. reserved 10 affordable housing units from the County under Resolution 224-2023 for use in developing Upper Keys sites with affordable housing, which eliminates the need for the existing 2 Rate of Growth Ordinance (ROGO) Exemptions on the site; and

WHEREAS, the existing 2 Rate of Growth Ordinance (ROGO) Exemptions are not needed to develop the Subject Property and therefore, the Authority will keep the 2 Rate of Growth Ordinance (ROGO) Exemptions for future use on other sites; and

WHEREAS, the Land Authority Advisory Committee considered this purchase on February 1, 2024 and voted 5/0 to recommend approval;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

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

Section 2. The Authority is hereby authorized to purchase the Site for the purchase price of $530,000 plus closing costs for the County.

Section 3. The County will utilize the site for affordable housing.

Section 4. The Chairman of the Land Authority is hereby authorized to execute a Land Use Restriction Agreement (LURA) shown in Attachment "A" to assure the land is used in accordance with Florida Statutes 380.0666 (3)(a), powers of land authority including affordable housing.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____, 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Christine Hurley
Executive Director

_____
David P. Rice
Chairman

Approved as to form and legality

_____
Gregory Oropeza, Esquire

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

LAND USE RESTRICTION AGREEMENT

Two Lots in Hibiscus Park Subdivision
15 and 17 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507510-000000 and 00507520-000000

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2024, between MONROE COUNTY (hereinafter "County" and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. The site is legally described as Block 2, Lots 8 and 9, Hibiscus Park Subdivision as recorded in Plat Book 3, Page 166 of the Public Records of Monroe County, Florida (hereinafter "Subject Property"). The Subject Property has street addresses of 15 and 17 Hibiscus Lane in Key Largo, Florida and Parcel ID#s 00507510-000000 and 00507520-000000

B. The County has adopted Resolution **XX-XXXX** nominating the Subject Property for purchase by the Land Authority, with subsequent conveyance to the County for affordable housing.

C. The Land Authority has adopted Resolution **XX-XXXX** authorizing purchase of the Subject Property.

D. As a condition of Land Authority purchasing the Subject Property, County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666 (3)(a) for affordable housing and shall be leased to Habitat for Humanity of the Upper Keys, Inc.

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

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

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

1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon County.

1.02 Use of the Subject Property shall be restricted to affordable housing consistent with Section 380.0666, Florida Statute which requires family income to be less than 160% of area median income.

1.03 County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II
CONSIDERATION

The Land Authority has paid over $530,000 to purchase the Subject Property for the County and as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, County and Land Authority have entered into this Agreement.

ARTICLE III
RELIANCE

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

ARTICLE IV
TERM

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

ARTICLE V
ENFORCEMENT

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

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

County: Monroe County
1100 Simonton St
Key West, FL 33040
Attention: County Administrator

Monroe County Office of County Attorney
1111 12th Street
Suite 408
Key West, FL 33040
Attention: County Attorney

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

ARTICLE IX
MISCELLANEOUS

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

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

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

Two Lots in Hibiscus Park Subdivision
15 and 17 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507510-000000 and 00507520-000000

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

WITNESSES:

Monroe County

_____
Print:_____

By:_____
Mayor Holly Raschein

_____
Print:_____

Address: 1100 Simonton Street
Key West, Florida 33040

Approved as to form and legality

_____
Nathalia Archer, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20__ by Holly Raschein as Mayor of Monroe County. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT
Two Lots in Hibiscus Park Subdivision
15 and 17 Hibiscus Lane Ocean side of Key Largo near MM 101
Legal: Block 2, Lots 8 and 9, Hibiscus Park (PB 3-166)
Parcel ID# 00507510-000000 and 00507520-000000

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

WITNESSES:

_____

Print:_____

_____

Print:_____

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

By:_____
David P. Rice, Chairman

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

Approved as to form and legality

[SEAL]

_____
Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

RESOLUTION NO. 224 - 2023

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE RESERVATION OF TEN LOW INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTIES TO BE DETERMINED WITHIN UNINCORPORATED MONROE COUNTY, AS REQUESTED BY HABITAT FOR HUMANITY OF THE UPPER KEYS, INC., UNTIL JUNE 21, 2027, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, Section 138-24(b)(2) of the Monroe County Land Development Code allows the BOCC to authorize reservations for "the county housing authority, nonprofit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies"; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., is proposing to develop ten affordable-employee housing units; and

WHEREAS, the reservation of affordable housing allocation for the anticipated units does not exempt the units from applicable requirements for the Monroe County Comprehensive Plan and Code(s), the Florida Building Code, floodplain management regulations, and other like requirements; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the units; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain permits for the affordable-employee housing dwelling units by June 21, 2027, but if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation will revert to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The Monroe County Planning Department shall reserve ten (10) low income category affordable ROGO allocations, for Habitat for Humanity of the Upper Keys, Inc. ("Developer"), for development of affordable-employee housing dwelling units on sites to be determined within unincorporated Monroe County, until June 21, 2027.

Section 3. The developer must obtain the building permits for the ten affordable housing units on or before June 21, 2027.

Section 4. The developer shall comply with all provisions of the Monroe County Code(s), Monroe County Comprehensive Plan, Florida Building Code, and shall comply with all applicable floodplain management regulations, and any other oversight agencies and their respective regulatory requirements.

Section 5. The Planning and Environmental Resources Department and Building Department staffs are hereby authorized to expeditiously process permit related applications for the above referenced project when received.

Section 6. Construction and Interpretation. The construction and interpretation of this resolution and all Monroe County Comprehensive Plan provision(s), Florida Building Code, Florida Statutes, and Monroe County Code(s) provision(s) whose interpretation arises out of, relates to, or is interpreted in connection with this resolution shall be liberally construed and enforced in favor of Monroe County to effectuate its public purpose(s) and policy(ies) of the County, and shall be deferred in favor of the BOCC and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, bankruptcy, and on appeal.

Section 7. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 8. Severability. If any provision of this resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

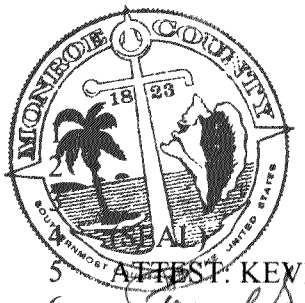
PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 21st day of June, 2023.

Mayor Craig Cates	Absent
Mayor Pro Tem Holly Merrill Raschein	Yes
Commissioner Michelle Lincoln	Yes
Commissioner James Scholl	Yes
Commissioner David Rice	Absent

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY: _____

Mayor Pro Tem



ATTEST: KEVIN MADOK, CLERK

AS DEPUTY CLERK

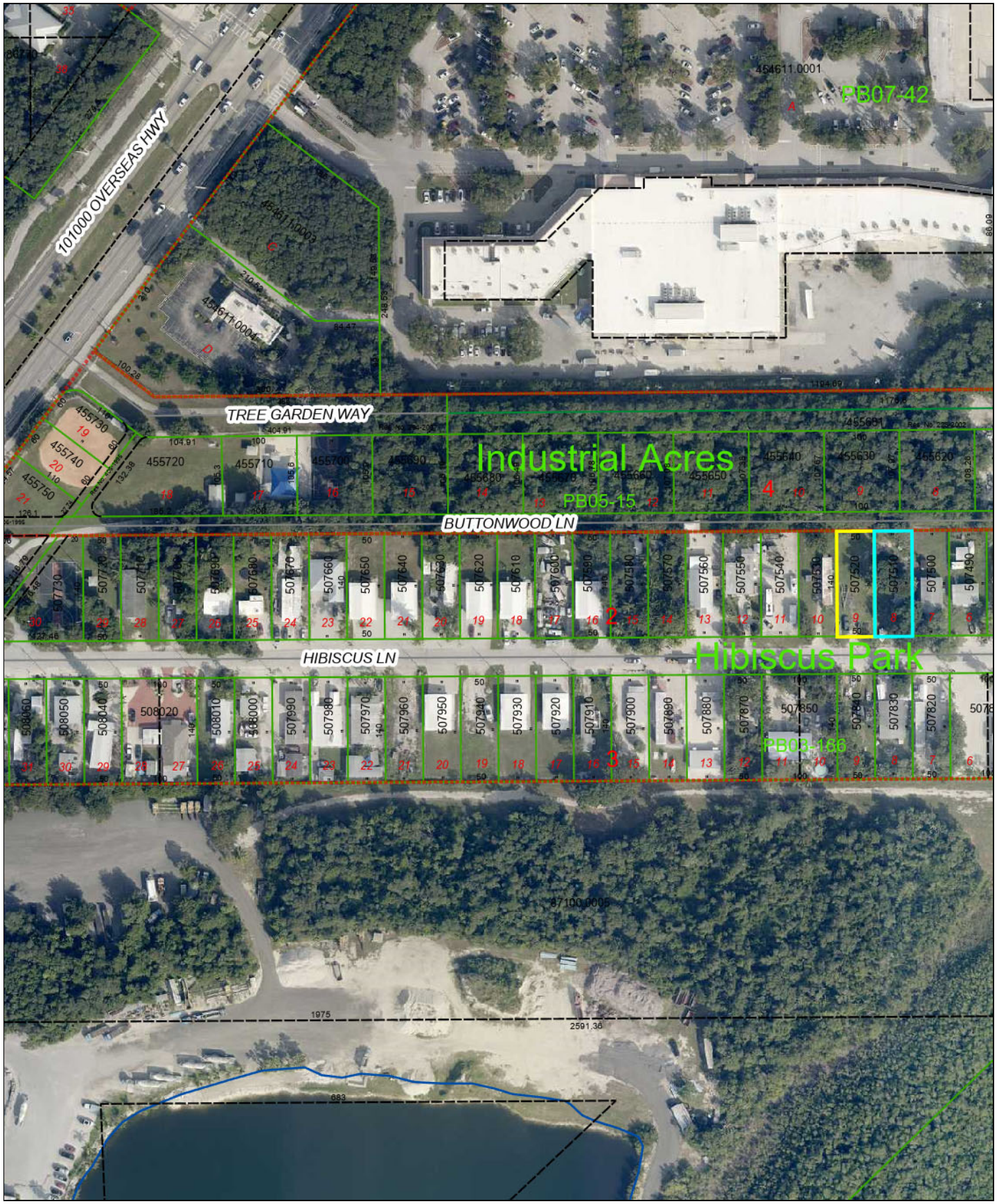
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 6/6/23

FILED FOR RECORD
2023 JUN 30 AM 10: 54
CLK CIR CT
MONROE COUNTY, FLA

Block 2, Lots 8 and 9, Hibiscus Park

Key Largo



Habitat for Humanity of the Upper Keys, Inc.

Building houses in partnership with God's people in need

Monroe County Land Authority,
Attn: Christine Hurley
1100 Simonton Street,
Key West, FL 33040

February 5, 2024

Dear Ms Hurley,
Habitat for Humanity of the Upper Keys (HfHUK) wanted to express its interest in leasing the following 3 sites for the purpose of building affordable housing:

- 15 Hibiscus Lane in Key Largo, RE:00507510-000000
- 17 Hibiscus Lane in Key Largo, RE: 00507520-000000
- 159 Florida Avenue in Key Largo, RE: 00479430-000000

At the first two requested sites (15 & 17 Hibiscus Lane), Habitat proposes our standard single-family home design on each. These are 3-bedroom, 2-bathroom approximately 1,100 square foot stilted homes.

For the 3rd listed location on Florida Avenue, HfHUK would like to explore the option of 6 attached multi-family dwelling units. However, we will need to work with the Monroe County Planner, as well as an architect, to finalize our proposal and approach to this parcel.

These 3 properties would offer another potential 8 units of critically needed affordable housing in Monroe County. In addition, it's important to note that Habitat Upper Keys constructs with accessibility, durability and sustainability standards, including EnergyStar, Indoor airPLUS and WaterSense requirements, plus we attempt to utilize local contractors when feasible.

We look forward to partnering with the County on these 3 projects. Feel free to let me know if you have any questions or need anything further from myself or my Board of Directors.

Regards,

Lindsay Fast
Executive Director

HABITAT FOR HUMANITY OF THE UPPER KEYS INC. IS A 501-C (3) NON-PROFIT ORGANIZATION.

OUR TAX ID NUMBER IS 65-0169353. OUR STATE REGISTRATION NUMBER IS CH17219. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE (800)435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

(305)453-0050 * P.O. Box 2151, Key Largo, FL 33037 * info@habitatupperkeys.org

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: G14
2023-2122

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a resolution authorizing the purchase of Lots 22 and 23, Burtons Addition to Tavernier (PB 2-82) with parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, FL, for affordable housing; and authorizing the conveyance of the property (Excluding 6 Rate Of Growth Ordinance (ROGO) Exemptions) to Monroe County subject to a Land Use Restriction Agreement (LURA).

ITEM BACKGROUND:

The Land Authority is in the process of purchasing Lots 22 and 23, Burton's Addition to Tavernier (PB 2-82) with parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, Florida for the purposes of affordable housing redevelopment. On June 21, 2023, the Board of County Commissioners approved Resolution 224-2023 (attached), which awarded Habitat for Humanity of the Upper Keys, Inc. 10 affordable ROGO allocations for future affordable housing development. In June, 2023, Lindsay Fast, Executive Director of the Upper Keys Habitat for Humanity asked the Monroe County Land Authority to assist in securing land for affordable housing development.

The lot at 159 Florida Avenue is under contract for purchase by the Monroe County Land Authority and is a candidate for Upper Keys Habitat for Humanity for redevelopment as affordable housing.

Since Habitat has 10 affordable allocations, the Monroe County Land Authority will keep the 6 ROGO Exemptions for future use at an alternate site. Habitat can use 6 of their 10 affordable ROGO allocations toward redevelopment of this site.

The Land Authority requires a Land Use Restriction Agreement (LURA) to be recorded in land records and enforced by the Board of County Commissioners, to assure the development on this site remains affordable in perpetuity consistent with the Florida Statute governing Land Authority activities.

ADVISORY COMMITTEE ACTION: On February 1, 2024 the Advisory Committee considered this

purchase and voted 5/0 to recommend approval.

PREVIOUS RELEVANT BOCC ACTION:
June 21, 2023 BOCC approved Resolution 224-2023

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCLA Proposed Resolution and LURA (GillenHogan).pdf
BOCC Resolution 224-2023
Aerial Photograph
Habitat for Humanity Upper Keys Request Letter.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING THE PURCHASE OF LOTS 22 AND 23, BURTON'S ADDITION TO TAVERNIER (PB 2-82) WITH PARCEL ID#00479430-000000 COMMONLY KNOWN AS 159 FLORIDA AVENUE, TAVERNIER, FL, FOR AFFORDABLE HOUSING; AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY (EXCLUDING 6 RATE OF GROWTH ORDINANCE (ROGO) EXEMPTIONS) TO MONROE COUNTY SUBJECT TO A LAND USE RESTRICTION AGREEMENT (LURA).

WHEREAS, Monroe County (hereinafter "County") desires the Monroe County Comprehensive Plan Land Authority (hereinafter "Authority") to purchase Lots 22 and 23, Burton's Addition to Tavernier (PB 2-82) with Parcel ID#00479430-000000 commonly known as 159 Florida Avenue, Tavernier, Florida, (hereinafter "Subject Property") for affordable housing; and

WHEREAS, the County adopted Resolution XXXX-XX nominating the property for purchase by the Authority; and

WHEREAS, purchase of the subject property for affordable housing is consistent with the policies of the County's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owner has agreed to sell the site to the Authority; and

WHEREAS, the Authority wishes to assist the County in acquiring the subject property for development as affordable housing.

WHEREAS, Habitat for Humanity of the Upper Keys, Inc. reserved 10 affordable housing units from the County under Resolution 224-2023 for use in developing Upper Keys sites with affordable housing, which eliminates the need for the existing 6 Rate of Growth Ordinance (ROGO) Exemptions on the site; and

WHEREAS, the existing 6 Rate of Growth Ordinance (ROGO) Exemptions are not needed to develop the Subject Property and therefore, the Authority will keep the 6 Rate of Growth Ordinance (ROGO) Exemptions for future use on other sites; and

WHEREAS, the Land Authority Advisory Committee considered this purchase on February 1, 2024 and voted 5/0 to recommend approval;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY THAT:

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

Section 2. The Authority is hereby authorized to purchase the Site for the purchase price of $975,000 plus closing costs for the County.

Section 3. The County will utilize the site for affordable housing.

Section 4. The Chairman of the Land Authority is hereby authorized to execute a Land Use Restriction Agreement (LURA) shown in Attachment "A" to assure the land is used in accordance with Florida Statutes 380.0666 (3)(a), powers of land authority including affordable housing.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this _____ day of _____, 2024.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Christine Hurley
Executive Director

_____
David P. Rice
Chairman

Approved as to form and legality

_____
Gregory Oropeza, Esquire

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

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

LAND USE RESTRICTION AGREEMENT

Two Lots in Burton's Addition to Tavernier Subdivision
159 Florida Avenue, Bayside of Tavernier on Key Largo near MM92
Legal: Lots 22 and 23, Burtons Addition to Tavernier (PB2-82)
Parcel ID#: 00479430-000000

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2024, between MONROE COUNTY (hereinafter "County" and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986 (hereinafter "Land Authority"), and their respective successors and assigns.

RECITALS

A. The site is legally described as Lots 22 and 23, Burton's Addition to Tavernier as recorded in Plat Book 2, Page 82 of the Public Records of Monroe County, Florida (hereinafter "Subject Property"). The Subject Property has street addresses of 159 Florida Avenue, Tavernier, Florida and Parcel ID#: 00479430-000000

B. The County has adopted Resolution **XX-XXXX** nominating the Subject Property for purchase by the Land Authority, with subsequent conveyance to the County for affordable housing.

C. The Land Authority has adopted Resolution **XX-XXXX** authorizing purchase of the Subject Property.

D. As a condition of Land Authority purchasing the Subject Property, County has agreed that the Subject Property shall only be used consistent with Florida Statutes 380.0666 (3)(a) for affordable housing and shall be leased to Habitat for Humanity of the Upper Keys, Inc.

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

ARTICLE I
COMPLIANCE WITH LAND AUTHORITY REQUIREMENTS

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

1.01 The restrictions contained in this Article I shall not expire, shall run with the Subject Property in perpetuity and shall be binding upon County.

1.02 Use of the Subject Property shall be restricted to affordable housing consistent with Section 380.0666, Florida Statute which requires family income to be less than 160% of area median income.

1.03 County is responsible for ensuring compliance with the restrictions in this Article I and expressly agrees to furnish, upon the Land Authority's request, written certification thereof.

ARTICLE II
CONSIDERATION

The Land Authority has paid over $530,000 to purchase the Subject Property for the County and as an inducement to the County to restrict use of the Subject Property to affordable housing in perpetuity. In consideration of said Land Authority funding for the foregoing purposes, County and Land Authority have entered into this Agreement.

ARTICLE III
RELIANCE

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

ARTICLE IV
TERM

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

ARTICLE V
ENFORCEMENT

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

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

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

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

ARTICLE VII
GOVERNING LAW

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

ARTICLE VIII
NOTICE AND EFFECT

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

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

County: Monroe County
1100 Simonton St
Key West, FL 33040
Attention: County Administrator

Monroe County Office of County Attorney
1111 12th Street
Suite 408
Key West, FL 33040
Attention: County Attorney

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

ARTICLE IX
MISCELLANEOUS

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

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

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

Two Lots in Burton's Addition to Tavernier Subdivision
159 Florida Avenue, Bayside of Tavernier on Key Largo near MM92
Legal: Lots 22 and 23, Burtons Addition to Tavernier (PB2-82)
Parcel ID#: 00479430-000000

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

WITNESSES:

Monroe County

_____
Print:_____

By:_____
Mayor Holly Raschein

_____
Print:_____

Address: 1100 Simonton Street
Key West, Florida 33040

Approved as to form and legality

_____
Nathalia Archer, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20__ by Holly Raschein as Mayor of Monroe County. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
LAND USE RESTRICTION AGREEMENT

Two Lots in Burton's Addition to Tavernier Subdivision
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Legal: Lots 22 and 23, Burtons Addition to Tavernier (PB2-82)
Parcel ID#: 00479430-000000

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

WITNESSES:

_____
Print:_____

_____
Print:_____

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY

By:_____
David P. Rice, Chairman

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

Approved as to form and legality

[SEAL]

_____
Gregory S. Oropeza, Esq.

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20_, by David P. Rice, as Chairman of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, a land authority pursuant to section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, on behalf of the Land Authority. Said person is personally known to me or has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

RESOLUTION NO. 224 - 2023

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE RESERVATION OF TEN LOW INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTIES TO BE DETERMINED WITHIN UNINCORPORATED MONROE COUNTY, AS REQUESTED BY HABITAT FOR HUMANITY OF THE UPPER KEYS, INC., UNTIL JUNE 21, 2027, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, Section 138-24(b)(2) of the Monroe County Land Development Code allows the BOCC to authorize reservations for "the county housing authority, nonprofit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies"; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., is proposing to develop ten affordable-employee housing units; and

WHEREAS, the reservation of affordable housing allocation for the anticipated units does not exempt the units from applicable requirements for the Monroe County Comprehensive Plan and Code(s), the Florida Building Code, floodplain management regulations, and other like requirements; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the units; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain permits for the affordable-employee housing dwelling units by June 21, 2027, but if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation will revert to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The Monroe County Planning Department shall reserve ten (10) low income category affordable ROGO allocations, for Habitat for Humanity of the Upper Keys, Inc. ("Developer"), for development of affordable-employee housing dwelling units on sites to be determined within unincorporated Monroe County, until June 21, 2027.

Section 3. The developer must obtain the building permits for the ten affordable housing units on or before June 21, 2027.

Section 4. The developer shall comply with all provisions of the Monroe County Code(s), Monroe County Comprehensive Plan, Florida Building Code, and shall comply with all applicable floodplain management regulations, and any other oversight agencies and their respective regulatory requirements.

Section 5. The Planning and Environmental Resources Department and Building Department staffs are hereby authorized to expeditiously process permit related applications for the above referenced project when received.

Section 6. Construction and Interpretation. The construction and interpretation of this resolution and all Monroe County Comprehensive Plan provision(s), Florida Building Code, Florida Statutes, and Monroe County Code(s) provision(s) whose interpretation arises out of, relates to, or is interpreted in connection with this resolution shall be liberally construed and enforced in favor of Monroe County to effectuate its public purpose(s) and policy(ies) of the County, and shall be deferred in favor of the BOCC and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, bankruptcy, and on appeal.

Section 7. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 8. Severability. If any provision of this resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

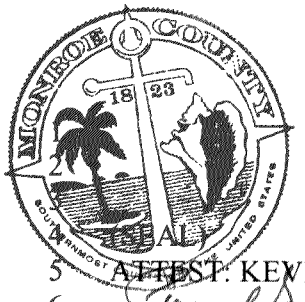
PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 21st day of June, 2023.

Mayor Craig Cates	Absent
Mayor Pro Tem Holly Merrill Raschein	Yes
Commissioner Michelle Lincoln	Yes
Commissioner James Scholl	Yes
Commissioner David Rice	Absent

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY: _____

Mayor Pro Tem



ATTEST: KEVIN MADOK, CLERK

AS DEPUTY CLERK

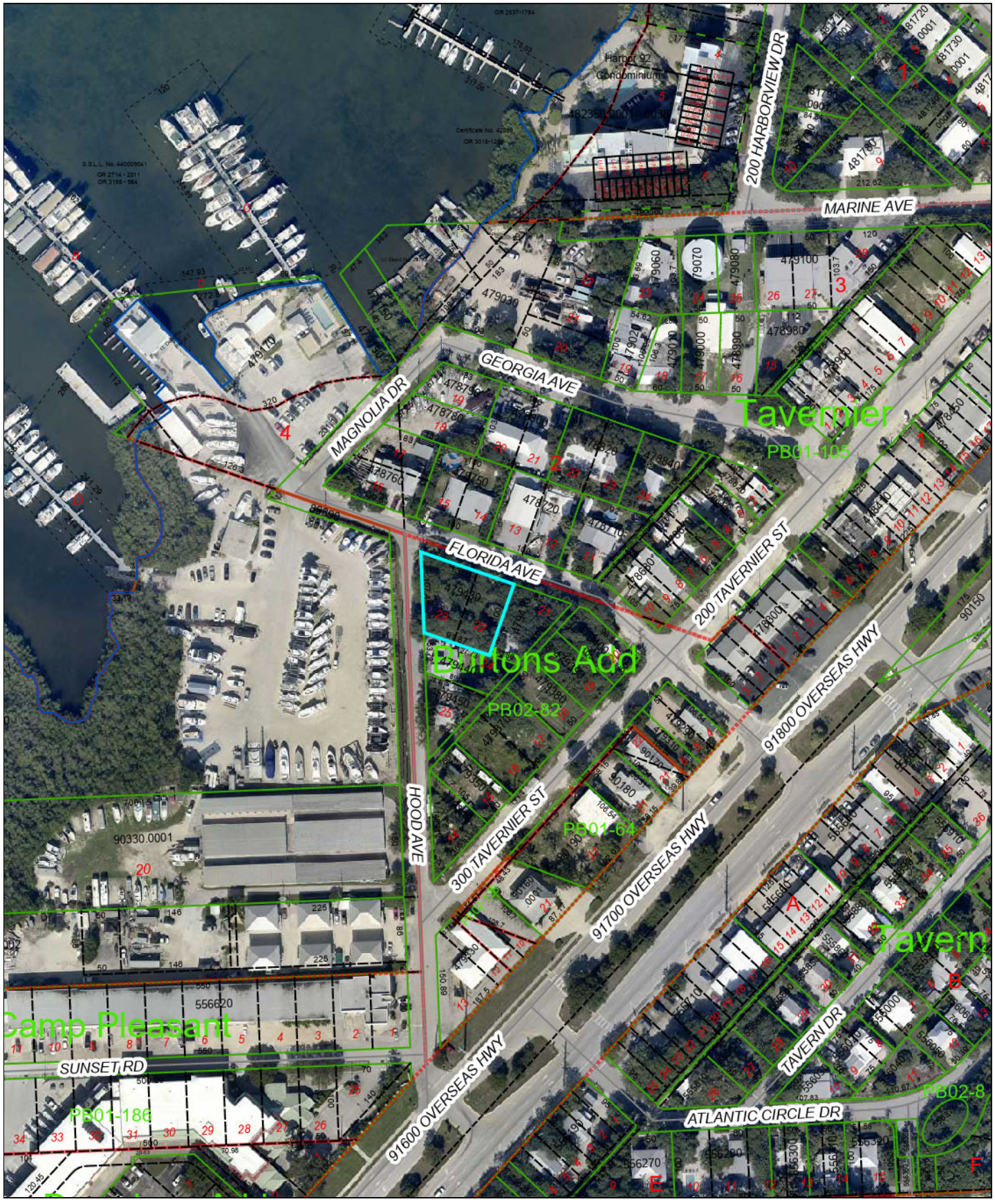
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Date: 6/6/23

FILED FOR RECORD
2023 JUN 30 AM 10: 54
CLK CIR CT
MONROE COUNTY, FLA

Lots 22 and 23, Burton's Addition to Tavernier

Key Largo



Habitat for Humanity of the Upper Keys, Inc.

Building houses in partnership with God's people in need

Monroe County Land Authority,
Attn: Christine Hurley
1100 Simonton Street,
Key West, FL 33040

February 5, 2024

Dear Ms Hurley,
Habitat for Humanity of the Upper Keys (HfHUK) wanted to express its interest in leasing the following 3 sites for the purpose of building affordable housing:

- 15 Hibiscus Lane in Key Largo, RE:00507510-000000
- 17 Hibiscus Lane in Key Largo, RE: 00507520-000000
- 159 Florida Avenue in Key Largo, RE: 00479430-000000

At the first two requested sites (15 & 17 Hibiscus Lane), Habitat proposes our standard single-family home design on each. These are 3-bedroom, 2-bathroom approximately 1,100 square foot stilted homes.

For the 3rd listed location on Florida Avenue, HfHUK would like to explore the option of 6 attached multi-family dwelling units. However, we will need to work with the Monroe County Planner, as well as an architect, to finalize our proposal and approach to this parcel.

These 3 properties would offer another potential 8 units of critically needed affordable housing in Monroe County. In addition, it's important to note that Habitat Upper Keys constructs with accessibility, durability and sustainability standards, including EnergyStar, Indoor airPLUS and WaterSense requirements, plus we attempt to utilize local contractors when feasible.

We look forward to partnering with the County on these 3 projects. Feel free to let me know if you have any questions or need anything further from myself or my Board of Directors.

Regards,

Lindsay Fast
Executive Director

HABITAT FOR HUMANITY OF THE UPPER KEYS INC. IS A 501-C (3) NON-PROFIT ORGANIZATION.

OUR TAX ID NUMBER IS 65-0169353. OUR STATE REGISTRATION NUMBER IS CH17219. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE (800)435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

(305)453-0050 * P.O. Box 2151, Key Largo, FL 33037 * info@habitatupperkeys.org

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: H1
2023-2109

BULK ITEM: No

DEPARTMENT: Fire Rescue

TIME APPROXIMATE:
N/A

STAFF CONTACT: James K. Callahan

AGENDA ITEM WORDING: Approval by the BOG for Employment Agreement with Nina Burgess for Fire Rescue EMS Billing Specialist position with an increase in annual salary from $52,000 to $57,200 to commence on February 19, 2024 and terminate on February 18, 2026.

ITEM BACKGROUND:
Nina Burgess was hired for the position of EMS Billing Specialist on February 19, 2020 and the existing Employment Agreement is expiring on February 18, 2024.

Monroe County Fire Rescue (MCFR) is requesting approval for a new Employment Agreement with Nina Burgess which will commence on February 19, 2024 and terminate on February 18, 2026. Further, MCFR is requesting approval for an increase in annual salary from $52,000 to $57,200.

PREVIOUS RELEVANT BOCC ACTION:
12/11/13: BOCC and BOG approved creating positions of EMS Billing Supervisor and EMS Billing Specialist as Monroe County contract employees and to hire individuals into those positions; providing authority for Fire Chief to execute contracts.
02/15/17: BOCC and BOG approved creating a second EMS Billing Specialist position as a Monroe County contract employee.
06/21/17: BOCC and BOG approved the Employment Agreement for one additional Billing Specialist.
12/11/19: BOCC and BOG approved the Employment Agreement for the promotion of Dina Stitt from EMS Billing Specialist to EMS Billing Supervisor.
02/19/20: BOCC and BOG approved the Employment Agreement for Nina Stuart to fill the Fire Rescue EMS Billing Specialist position.
02/16/22: BOCC and BOG approved a one (1) month amendment to the Employment Agreement for Nina Burgess to provide for continued internal discussions regarding renewal terms and conditions for the subsequent contract term.
03/16/22: BOCC and BOG approved an Employment Agreement for Nina Burgess for a two (2) year term to expire on 2/18/24 along with an increase from $48,000 to $52,000.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Renewal of Employment Agreement with Nina Burgess for EMS Billing Specialist position

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

First Addendum to Employment Agreement for Nina Burgess Expires 02.18.26 Final.pdf
Burgess, Nina - C1 and I2 Expires 2-18-2024.pdf

FINANCIAL IMPACT:

02/19/24	101-11001 · MEDICAL AIR TRANSPORT	$44,616	78%
02/19/24	141-11500 · FIRE & RESCUE CENTRAL	$12,584	22%

Effective Date: 02/19/2024
Expiration Date: 02/18/2026
Total Dollar Value of Contract: $57,200.00 annually or $114,400.00 over the 2 year contract term
Total Cost to County: $96,856 approximate annual loaded salary
Current Year Portion: $33,367 approximate
Budgeted: Yes
Source of Funds: 11001 = 78% and 11500 = 22%
CPI: No
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts:
In lieu of an annual merit or cost-of-living adjustment, the employee will be eligible for a financial lump sum incentive based upon billing and collections performance; a max of 10% of base salary.
Revenue Producing: No If yes, amount: N/A
Grant: No
County Match: No
Insurance Required: No
Additional Details: N/A

FIRST ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN

THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS,

THE BOARD OF GOVERNORS OF MONROE COUNTY

FIRE & AMBULANCE DISTRICT 1, AND

NINA BURGESS

FOR THE POSITION OF EMS BILLING SPECIALIST

THIS FIRST ADDENDUM TO EMPLOYMENT AGREEMENT ("Addendum") is entered into upon the date below written by and between Monroe County, Florida, acting through its Board of County Commissioners ("BOCC"), a political subdivision of the State of Florida, whose main business address is 1100 Simonton Street, Key West, Florida 33040; the Board of Governors of Monroe County Fire & Ambulance District 1 (collectively "County") and Nina Burgess ("Employee").

WHEREAS, the County entered into an Employment Agreement ("Agreement") with Nina Burgess on March 19, 2022 for a period of twenty-four (24) months for the position of EMS Billing Specialist which is due to expire on February 18, 2024; and

WHEREAS, the Employment Agreement allows the parties to extend the employment term by written addendum; and

WHEREAS, the Employee has satisfactorily performed her duties therefore the parties desire to update several terms and extend the term of the contract for a period of two years, becoming effective on February 19, 2024 and terminating February 18, 2026, subject to modification of certain other terms within the Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Employee set forth herein, it is mutually agreed as follows:

1. Paragraph 2(c) of the Agreement is amended to read as follows: At the discretion of the EMS Billing Supervisor, Employee may be required to be physically present at the

EMS Billing Office located at 490 63rd Street, Marathon, FL 33050 for a minimum of forty (40) hours per week.

2. Paragraph 3(a) of the Agreement is amended to read as follows: In return for performance of the duties set forth in Exhibit A, including but not limited to specific duties assigned by MCFR from time to time, Employee shall receive an annual salary in the amount of fifty-seven thousand and two hundred dollars ($57,200).
3. Paragraph 3(d)(i) is amended to read as follows: Employee agrees to obtain EMS Ambulance Billing and Coding Certification while employed by Monroe County as an EMS Billing Specialist and during the term of this Agreement. Tuition costs related to the certification are eligible for reimbursement by Monroe County Fire Rescue of the actual expenditure in accordance with Section 2.11 of the Monroe County Personnel Policies and Procedures Manual ("Manual"), including the condition that the Employee must reimburse the cost of tuition if Employee terminates from Monroe County within one (1) year of completion of the course.
4. Paragraph 4 is amended to read as follows: The Employee agrees to abide by Section 1.03 OUTSIDE EMPLOYMENT as set forth in the Manual, and any updates thereto.
5. Paragraph 5(a) is amended to read as follows: The normal term of this Agreement as extended by this Addendum will be for a period of twenty-four (24) months commencing February 19, 2024 and terminating on February 18, 2026.

(signatures on next page)

IN WITNESS WHEREOF, the parties have set their hands and seals, in the County of Monroe, Florida this _____ day of _____, 2024.

MONROE COUNTY FIRE RESCUE

By: _____
James Callahan, Fire Chief

WITNESS:

By: _____

EMPLOYEE

By: _____
Nina Burgess

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

MONROE COUNTY ATTORNEY
Approved as to form and content:

By: _____
Assistant County Attorney

BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1 OF MONROE COUNTY, FLORIDA

By: _____
Mayor / Chairperson

MONROE COUNTY
FLORIDA

Job Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Job Title: **EMS Billing & Claims Specialist, Fire Rescue**

Department: Monroe County Fire Rescue

Pay Grade: Contract

FLSA Status: Non-exempt

JOB SUMMARY

The primary function of this position is to be responsible for report review, data entry, retrieval, and records maintenance of an air and ground EMS billing program; and for performing complex administrative work within the division of Emergency Services.

ESSENTIAL JOB FUNCTIONS

- Reviews ePCR reports to ensure complete and accurate patient demographic, trip, billing, and insurance information; refers incomplete or inaccurate records to EMS Quality Assurance.
- Extensive knowledge of medical terminology, CPT, HCPCS, ICD 10, and CMS 1500 Revenue Codes, modifiers, billing, rules, and recommendations for government and commercial payers.
- Verifies or assigns condition codes, modifiers, levels of service, and other relevant claim data.
- Scans and attaches biomedical and supporting trip records to electronic patient care reports.

- Greets customers in person and by telephone, receives account payments, and assists customers as necessary in the completion of insurance forms, Air Resident (Trauma Star) waivers, and records requests.
- Initiates pre-authorization for air ambulance transportation, if applicable for specific insurances.
- Assists Billing and Claims Supervisor with collection actions, including contacting patients by phone and arranging payments.
- Minimizes the number of aging accounts to maintain a consistent workflow by regularly following up on unpaid claims.
- Processes and posts Medicare, Medicaid, Automated Clearing House (ACH) payments, wire transfers, checks, and credit cards payments on a daily basis. Reviews and processes refunds as needed.
- Reviews and follows up on accounts before transferring to an outside collection agency that have reached collections timeframe for accuracy.
- Processes Air Resident (Trauma Star) waivers.
- Processes legal records requests for patient care reports and response records.
- Performs monthly EMSTARS extract and data submission to Department of Health, State EMS Division to comply with mandatory pre-hospital reporting requirements.
- Reviews, processes, and responds to correspondence accordingly.
- Posts payments and denials accurately.
- Maintains several spreadsheets for billing reconciliation.
- Scans and maintains accurate day to day posting documents and correspondence in One Drive for audits and compliance purposes.
- Maintains strictest confidentiality; adheres to all HIPAA guidelines/regulations and County/Department Policies and Procedures.
- Needs to stay informed of regulatory changes with the ability to adapt and navigate the claim reimbursement and denials environment.
- Possess strong written communication and grammar competencies to generate appeal letters that are specifically tailored to the patient's level of illness, the quality of service, reason for denial, and capacity against which prompted denial.
- Processes RFPs, contracts, renewals, purchases, agenda items, special projects, and maintains records.
- Participates in any meetings, phone conferences, or webinars that may be required to process rejections effectively, acquire information about the appeals process, adapt to the latest regulations and laws, or comprehend the terms of payer contracts.
- Assists in budget preparation and monitoring expenses.
- Performs other related job duties as assigned.
- In the event of special, emergency, or disaster situations, employee may be required to work schedules other than those for which they are regularly scheduled in any capacity deemed appropriate.

QUALIFICATIONS

Education and Experience:
High school Diploma or GED required. 3 years minimum of prior related work experience preferred.

Special Qualifications:
Certified Ambulance Coder within one year of employment.

Knowledge, Skills, and Abilities:

- Ability to work from a general outline of duties and responsibilities.
- Ability to perform entry-level professional work including basic data analysis and synthesis, report creation, process performance, and regulatory or compliance activities.
- Ability to follow basic guidelines for operational activities.
- Ability to work with less than ten co-workers who are mostly engaged in the same activities as me.

PHYSICAL DEMANDS

The work is sedentary and requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Additionally, the following physical abilities are required:

- Manual Dexterity: Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Mental Acuity: Ability to make rational decisions through sound logic and deductive processes.
- Repetitive Motion: Substantial movements (motions) of the wrist, hands, and/or fingers.
- Speaking: Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- Talking: Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Visual Acuity: Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

WORK ENVIRONMENT

Work is performed in a dynamic environment that requires sensitivity and responsiveness to changes that include goals, priorities, and needs of the organization and position.

Monroe County has the right to revise this job description at any time.
This description does not represent in any way a contract of employment.

Employee Signature — Date

James K. Callahan Digitally signed by James K. Callahan Date: 2024.01.19 11:34:14 -05'00'

Supervisor or Director Signature — Date

Bryan Cook Digitally signed by Bryan Cook Date: 2024.01.22 12:39:12 -05'00'

Director of Employee Services Signature — Date

E.O.E. *Monroe County does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or military service in employment or the provision of services.*

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: March 23, 2022

TO: Cheri Tamborski
Emergency Services

FROM: Liz Yongue, Deputy Clerk

SUBJECT: March 16th BOCC Meeting

Attached is an electronic copy of the following item for your handling:

C1 & I2 Employment Agreement with Nina Burgess for Fire Rescue EMS Billing Specialist position, with an increase in annual salary from $48,000.00 to $52,000.00, to commence on March 19, 2022 and terminate on February 18, 2024.

Should you have any questions, please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

EMPLOYMENT AGREEMENT BETWEEN

THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS;

THE BOARD OF GOVERNORS OF MONROE COUNTY

FIRE & AMBULANCE DISTRICT 1, AND

NINA BURGESS

FOR THE POSITION OF EMS BILLING SPECIALIST

THIS AGREEMENT is entered into upon the date last below written by and between Monroe County, Florida, acting through its Board of County Commissioners ("BOCC"), a political subdivision of the State of Florida, whose main business address is 1100 Simonton Street, Key West, Florida 33040; the Board of Governors of Monroe County Fire & Ambulance District 1 (collectively "County") and Nina Burgess ("Employee").

WHEREAS, Nina Burgess was selected and has been employed as EMS Billing Specialist since February 19, 2020;

WHEREAS, the current term of the employment agreement expires on March 18, 2022;

WHEREAS, County desires to increase the salary of Nina Burgess from $48,000 to $52,000; and

WHEREAS, the parties desire to enter into a new contract to become effective on March 19, 2022.

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and Employee set forth herein, it is mutually agreed as follows:

1. EMPLOYMENT: Employee is hereby employed as the EMS Billing Specialist as a Contract Employee as that term is defined in Section 2.03 of the Personnel Policies & Procedures Manual ("Manual").

2. DUTIES: Duties of the Employee will be as set forth in the Job Description attached hereto as Exhibit A, the provisions of which are incorporated herein by reference.

A. The Employee shall not disclose to any person, party, or entity any confidential, proprietary, time-sensitive, or non-public (including HIPAA) information relating to the County or its operations unless required by law to do so.

B. Upon termination of this Agreement, the Employee agrees to immediately surrender all documents, information, property and assets to Monroe County Fire Rescue ("MCFR").

C. Due to the requirements of this position, Employee is required to be physically present at the EMS Billing Office located at 490 63rd Street, Marathon, FL 33050 for a minimum of 40 hours per week.

3. COMPENSATION AND BENEFITS: County and Employee agree that the position of EMS Billing Specialist will be a full-time position deemed non-exempt under the Fair Labor Standards Act. Work hours performed, annual leave, personal leave, and sick leave hours taken will be documented on a form or forms to be provided by the County, or by another method as designated by the County.

A. Base Pay: In return for performance of the duties set forth in Exhibit A, including but not limited to specific duties assigned by MCFR from time to time, Employee shall receive an annual salary in the amount of $52,000.

B. Financial Incentive: In lieu of any annual merit or cost-of-living adjustment, the Employee will be eligible for a financial lump sum incentive based upon billing and collections performance. After the conclusion of each billing and collections performance review period, a comparison of EMS user fee revenue will be conducted to determine whether a supplemental lump-sum payment is warranted for increased revenue receipts, not to exceed ten percent (10%) of base salary.

C. Benefits: Except as otherwise set forth herein, the Employee shall also receive all benefits set forth in the Monroe County Personnel Policies & Procedures Manual ("Manual") as said Manual may be amended from time to time.

D. Transportation and Business Related Travel: Employee agrees that she will be responsible for providing her own motor vehicle for transportation. MCFR agrees to budget and pay for the costs incurred by the Employee in attending approved seminar and continuing education courses as may be deemed necessary or appropriate to employee's duties and responsibilities under this Agreement and in accordance with County policy.

i. Employee agrees to maintain an EMS Ambulance Billing and Coding Certification during the term of this agreement. Tuition costs related to the certification are eligible for reimbursement by MCFR of the actual expenditure in accordance with Section 2.11 of the Monroe County Personnel Policies and Procedures Manual, including the condition that the Employee must reimburse the cost of tuition if Employee terminates from Monroe County within one (1) year of completion of the course.

4. SOLE EMPLOYMENT: The Employee agrees that he or she will not perform any work, consulting services, or other activities for any other person or entity, whether for remuneration or at no charge, without the prior express written approval of MCFR.

5. TERM OF AGREEMENT; TERMINATION; CANCELLATION; GENERAL RELEASE:

A. Normal Term. The normal term of this Agreement will commence on March 19, 2022 and terminate on February 18, 2024.

B. Extension of Time. The parties may extend the term of Agreement by written addendum to this Agreement.

C. Termination of Agreement:

i. By entering into this Agreement, the Employee understands that she serves at the pleasure of MCFR; and that the Employee can be terminated at any time upon thirty (30) days written notice by MCFR without cause.

ii. By entering into this Agreement, the Employee also understands that she can be terminated at any time upon 24 hours written notice by MCFR for cause. As used in this paragraph, the term "for cause" will mean (a) dishonesty with respect to the business and operation of the County; (b) confirmed violation of the County's drug policy; (c) refusal to cooperate in an investigation regarding any aspect of the business or operation of the County, including but not limited to an investigation which is conducted by or at the express direction of the BOCC; (d) conviction of a crime which is classified as a felony or a crime involving moral turpitude; (e) gross neglect or willful and intentional misconduct; (f) conviction of a crime; (g) violation of a provision of the Monroe County Code; or (h) breach of any material term or condition of this Agreement by the Employee.

iii. The Employee further understands that in the event of termination, the Employee is free to apply to the County for any other position then currently open and the County is free to consider the Employee for any open position, but that County has no obligation to place the Employee in another position, and specifically has no obligation to place the Employee in a position of equivalent or comparable salary, grade, or benefits. By entering into this Agreement, the Employee therefore specifically waives the right to utilize the grievance procedure set forth in Sections 9 and 10 of the Manual; House Bill No. 2658, Chapter 69-1321, the Monroe County Career Service Council; as well as any rights to which a Monroe County employee would otherwise be entitled under Chapter 447, Florida Statutes.

iv. Resignation. In the event the Employee resigns from the position prior to the normal expiration date of this Agreement, the Employee shall be entitled only to payment for salary through the effective date of the resignation and any accrued annual and sick leave in accordance the Monroe County Personnel Policies and Procedures.

6. ATTORNEY'S FEES AND COSTS: In the event of any litigation initiated by either party, the prevailing party shall receive reasonable attorneys' fees, costs of litigation, and related expenses, both at the trial and appellate levels.

7. GOVERNING LAW; ATTORNEY'S FEES AND COSTS; VENUE: This Agreement is made in the State of Florida and will be governed by Florida law. This Agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this Agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine, or neuter as the context requires. Monroe County, Florida will be the proper venue for any litigation involving this Agreement. This Agreement is not subject to arbitration.

8. OTHER TERMS AND CONDITIONS:

A. Except as set forth herein, the Employee is subject to all terms and conditions set forth in the Monroe County Personnel Policies & Procedures Manual ("Manual") and Monroe County Fire Rescue Standard Operating Procedures as may be amended from time to time. To the extent there is a conflict between the terms of this Agreement and the Manual, the terms of this Agreement shall prevail.

B. If any provision, term, or portion of this Agreement shall be held to be unconstitutional, illegal, invalid, or enforceable by a court of competent jurisdiction, the remaining terms, conditions, and portions shall remain in full force and effect as if originally agreed to without the term, condition, or portion that has been determined to be unconstitutional, illegal, invalid or unenforceable.

C. The waiver by either the County or the Employee of a breach or violation of any term or provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or violation by the other party.

D. The County and Employee acknowledge that each has shared equally in the review of this Agreement and, accordingly, no court or administrative hearing officer shall construe any provision of this Agreement more strictly against one party over the other party, and every term, condition, covenant, and provision of this Agreement shall be construed simply according to its fair meaning. Employee further acknowledges that she or he has had the Agreement reviewed by an attorney or has been given the opportunity to do so and has waived that opportunity.

E. This Agreement incorporates and supersedes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein. It is further agreed that there are no commitments, agreements, inducements, or understandings concerning the subject matter of this Agreement that are not contained herein, and no deviation from the terms hereof shall be predicated upon any prior representations, offers, promises, inducements, or agreements, whether oral or written, and by whomever made.

F. The text herein constitutes the entire agreement between the Employee and the County, and this agreement cannot be amended except by a written document mutually agreed to and executed with the same formalities as this Agreement. The rights and obligations of this Agreement are personal to the Employee and cannot be assigned or transferred.

9. CONTRACTS; PUBLIC RECORDS-F.S.119.0701:

A. For purposes of this section, the term:

i. "Contractor" means this aforenamed Employee, an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

ii. "Public Agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

B. In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically:

Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

i. Keep and maintain public records that would be required by the County to perform the service.

ii. Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

iv. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

v. A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY, AT (305)292-3470. BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12th STREET, SUITE 408, KEY WEST, FL 33040.

(signature block on next page)

IN WITNESS WHEREOF, the parties have set their hands and seals, in the County of Monroe, Florida this 16th day of March 2022.

FILED FOR RECORD
2022 MAR 23 AM 10: 11
KEVIN MADOK, CLERK CIR. CT.
MONROE COUNTY, FL

WITNESS:

By: _____

ATTEST:
KEVIN MADOK, MONROE COUNTY CLERK

By: _____
As Deputy Clerk

James D. Molenaar
Digitally signed by James D. Molenaar
Date: 2022.02.25 16:28:11 -05'00'

Approved as to Form and Legal Sufficiency

James D. Molenaar

Asst. County Attorney

MONROE COUNTY FIRE RESCUE

By: _____
Steven C. Hudson, Fire Chief

EMPLOYEE

By: _____
Nina Burgess

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1 OF MONROE COUNTY, FLORIDA

By: _____
Mayor / Chairperson

MONROE COUNTY
FLORIDA

Job Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Job Title: **Billing Specialist, Fire Rescue EMS**

Department: Monroe County Fire Rescue

Pay Grade: Contract

FLSA Status: Non-exempt

JOB SUMMARY

The primary function of this position is, under the direction of the Fire Rescue EMS Billing Supervisor, to be responsible for report review, data entry and retrieval, and records maintenance of an air and ground EMS billing program; and for performing complex administrative work within the division of Emergency Services.

ESSENTIAL JOB FUNCTIONS

- Reviews ePCR reports to ensure complete and accurate patient demographic, trip, billing, and insurance information; refers incomplete or inaccurate records to EMS Quality Assurance.
- Verifies or assigns condition codes, modifiers, levels of service, and other relevant claim data.
- Scans and attaches biomedical and supporting trip records to electronic patient care reports.
- Greets customers in person and by telephone, receives account payments, and assists customers as necessary in the completion of insurance forms, Air Resident (Trauma Star) waivers, and records requests.
- Assists Billing Supervisor with collection actions, including contacting patients by phone and arranging payments.
- Runs account aging and other related billing reports.
- Processes and posts Medicare, Medicaid, check, and credit card payments regularly. Reviews and processes refunds as needed.
- Processes Air Resident (Trauma Star) waivers.
- Processes legal records requests for patient care reports and response records.
- Performs monthly EMSTARS extract and data submission to Department of Health, State EMS Division to comply with mandatory pre-hospital reporting requirements.

- Maintains strictest confidentiality; adheres to all HIPAA guidelines/regulations and County/Department Policies and Procedures.
- Completes and maintains purchase orders, processes invoices, orders supplies, keeps inventory records, processes mail.
- Processes RFPs, contracts, renewals, purchases, agenda items, special projects, and maintains records.
- Assists in budget preparation and monitoring expenses.
- Performs other related job duties as assigned.
- May be required to provide disaster assistance during times of emergency in any capacity deemed appropriate.

QUALIFICATIONS

Education and Experience:
Highschool Diploma or GED required. 3 years minimum of prior related work experience preferred.

Special Qualifications:
Certified Ambulance Coder within one year of employment.

Knowledge, Skills and Abilities:

- Ability to make recommendations or decisions which usually affect the assigned department, but may at times affect operations, services, individuals, or activities of others outside of the assigned department.
- Ability to use and apply technical and detailed guidelines.
- Moderate analytic ability is needed to gather and interpret data where results/answers can be found after analysis of several facts.
- Ability to use independent judgment to study previously established, often partially relevant guidelines; plan for various interrelated activities; and coordinate such activities within a work unit or while completing a project.
- Ability to maintain regular internal and external contacts to carry out programs and to explain specialized matters.
- Ability to maintain contact with officials at higher levels on matters requiring cooperation, explanation, and persuasion, as well as with the public involving the enforcement of regulations, policies, and procedures.

PHYSICAL DEMANDS

The work is sedentary and requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Additionally, the following physical abilities are required:

- Manual Dexterity: Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Mental Acuity: Ability to make rational decisions through sound logic and deductive processes.

- Repetitive Motion: Substantial movements (motions) of the wrist, hands, and/or fingers.
- Speaking: Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- Talking: Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Visual Acuity: Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

WORK ENVIRONMENT

Work is performed in a dynamic environment that requires sensitivity and responsiveness to changes that include goals, priorities, and needs of the organization and position.

Monroe County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

Employee Signature — Date: 03/17/22

Supervisor or Director Signature — Date: 7/19/21

Bryan Cook Digitally signed by Bryan Cook Date: 2021.07.29 10:20:24 -04'00'

Director of Employee Service Signature — Date

E.O.E. *Monroe County does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or military service in employment or the provision of services.*

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I1
2023-2104

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Approval of 7th Amendment to Agreement with Cliffhanger Janitorial, Inc., for janitorial services at the Key West International Airport, increasing annual contract sum by 3.4% CPI adjustment (from $513,831.62/yr. to $531,301.90/yr.) plus an additional $24,700.00 per month for providing janitorial services in the TSA leasehold; the agreement is fully funded by Airport Operating Fund 404.

ITEM BACKGROUND:
The month-to-month renewal agreement with Cliffhanger was approved in 2020 so the Airport could retain Cliffhanger with no break in janitorial services while a new bid proposal is issued, bids opened, and a new contract awarded. The bid package is being developed based on the final design of the new Terminal Concourse A. In the meantime, the contractor has requested an annual CPI adjustment in accordance with Section 4(b) of the agreement and the contract sum is also being increased for providing janitorial services in the TSA leasehold.

PREVIOUS RELEVANT BOCC ACTION:
Awarded bid and contract to Cliffhanger Janitorial, Inc. on February 10, 2016. Approved 1st amendment on March 15, 2017, 2nd amendment on February 21, 2018, final renewal agreement on February 20, 2019, a month-to-month renewal agreement on February 19, 2020, 4th amendment on August 18, 2021, 5th amendment on April 20, 2022 and 6th amendment on April 19, 2023.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Effective 03/1/2024, the annual contract sum is increased by $17,470,28 for 3.4% CPI adjustment, plus the sum of $24,700.00 per month is added to the agreement for providing janitorial services in the TSA leasehold as of 02/01/2024.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Cliffhanger Janitorial 7th Amendment 2.21.2024.pdf

FINANCIAL IMPACT:

TOTAL COST: $531,301.90/yr. plus an add'l. $24,700/month for TSA leasehold

BUDGETED: Yes _x__ No ___

COST TO COUNTY -0-

SOURCE OF FUNDS: Key West Airport Operaring Fund 404

7th AMENDMENT to CONTRACT FOR JANITORIAL SERVICES
CLIFFHANGER JANITORIAL, INC.
KEY WEST INTERNATIONAL AIRPORT

THIS SEVENTH AMENDMENT is made and entered into this 21st day of February, 2024, by and between the Board of County Commissioners of MONROE COUNTY (County) and Cliffhanger Janitorial, Inc., (Contractor).

WHEREAS, on February 10, 2016 the parties entered into an agreement (hereafter original agreement) for Contractor to provide janitorial services at the Key West International Airport, as amended on March 15, 2017, February 21, 2018, February 20, 2019, August 18, 2021, April 20, 2022, and April 19, 2023, and

WHEREAS, on February 19, 2020 the agreement was renewed on a month to month basis commencing March 1, 2020, while the County prepared and issued a new Request for Proposals (RFP), and

WHEREAS, the RFP is being developed based on the final design of the new Terminal Concourse A, and

WHEREAS, the TSA/GSA recently executed Lease Amendment No. 2 adding an additional 1,701 square feet of office and related space to their leasehold; and

WHEREAS, the rental terms for TSA/GSA lease amendment 2 provides for reimbursement for the cost of janitorial services provided by the Airport to the increased leasehold; and

WHEREAS, those services will be provided by Contractor effective February 1, 2024; and

WHEREAS, the contractor has requested a CPI adjustment;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties do hereby agree as follows:

SECTION 1. Article 2. CONTRACT SUM of the original agreement is amended to read as follows**:**

> 2. **CONTRACT SUM.** Retroactive to **February 1, 2024**, the County shall pay to the Contractor for the faithful performance of said service provided to the TSA leasehold the sum of $24,700.00 in arrears each of month, and effective **March 1, 2024,** the Contractor shall invoice KWIA monthly for janitorial services performed under the Specifications contained herein. The Contract amount shall be **$531,301.90** per year ($513,831.62 per year plus 3.4% CPI adjustment of $17,470.28) for the preceding 12 months ending December 2023, plus $24,700.00 per month for providing janitorial services for the TSA leasehold)."

SECTION 2. Except as set forth in paragraph one of this 7th Amendment, in all other respects, the terms and conditions of the original agreement dated February 10, 2016, as renewed and amended, remain in full force and effect.

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

(SEAL)
ATTEST: KEVIN MADOK

By:_____
As Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/29/24

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

CLIFFHANGER JANITORIAL, INC.

By: _____
President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laurie M Diaz	
Diaz Insurance Agency, INC 100 Island Cottage Way #200F St. Augustine FL 32080	PHONE (A/C, No, Ext): (239) 765-6571	FAX (A/C, No): (239) 765-5214
	E-MAIL ADDRESS: diazinsurance@comcast.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GREAT AMERICAN INSURANCE GROUP	
INSURED CLIFFHANGER JANITORIAL 7283 NW 77 St Medley FL 33166	INSURER B : PROGRESSIVE EXPRESS INS CO	10193
	INSURER C : BURLINGTON INS CO	23620
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR $5,000 DED BI/PD GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		PLE856154	06/05/2023	06/05/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X		02508104	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,000,000			XSE856155	06/05/2023	06/05/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Additional Excess Liability			604BE02674-03	06/05/2023	06/05/2024	EACH OCCUR AGGREGATE	$6,000,000 $6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SECURITY BOND ASSOCIATES BOND NUMBER: 21BDDIE1419, FIDELITY EMPLOYEE THEFT-CLIENT PREMISES. $1,000,000 EFFECTIVE 8/13.Commercial construction, truck/van washing services for FedEx, Condo Window Cleaning and work. Commercial Building window cleaning and Janitorial Work including Glazier Services, Building Anchor Installations and Inspections, banner installations, hoisting misc merchandise. Vehicles: 2021 Gmc Sierra C1500/K1-1GTU9FEL4MZ434551, 2019 Ford F150 1FTEW1CP1KFD52670, 2018 Ford T-250 Transit V 1FTYR1YM7JKB1638 6
Add. Ins.: Monroe County Board of Commissioners: Key West International Airport 3491 S Roosevelt Boulevard, Key West, FL 33040

CERTIFICATE HOLDER

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS
1100 SIMONTON ST.
KEY WEST, FL 33040

APPROVED BY RISK MANAGEMENT
BY
DATE 6/11/23
WAIVER N/A YES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Date: 1/9/2024

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐		APPROVED BY RISK MANAGEMENT BY DATE 1.9.24 WAIVER N/A X YES		Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 24-66-296

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Cliffhanger Janitorial, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name: KEY WEST INTERNATIONAL AIRPORT 3491 S. ROOSEVELT BLVD. KEY WEST, FL. 33040

ISSUE 01-12-23 (KLT). REISSUE 01-09-24 (KLT)

Begin Date: 4/8/2018

CERTIFICATE HOLDER

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS
1100 SIMONTON STREET
KEY WEST, FL 33040

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I2
2023-2105

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Approval of a First Extension to extend the Financial Advisor Consultant Services Agreement with Frasca & Associates, LLC for one-year for the Key West International Airport Concourse A and Terminal Improvements Program. The Task Orders will be funded by EYW Planning Studies FDOT Contract G1Q04 and/or Airport Operating Fund 404.

ITEM BACKGROUND:
Responses to the RFQ for Financial Advisor Services were opened by the Purchasing Department on February 23, 2021. The following three (3) firms responded: Frasca & Associates, LLC, PFM Financial Advisors, LLC and Estrada & Hinojosa Investment Bankers. The Selection Committee met in a publicly noticed meeting on February 26, 2021, and announced the Selection Committee's scores and rankings of the respondents (Phase 1). On March 3, 2021, the three firms made presentations to the Selection Committee (Phase 2), and following thereafter, the Selection Committee met in a publicly noticed meeting and announced the top-ranked firm as Frasca & Associates, LLC.

PREVIOUS RELEVANT BOCC ACTION:
On October 21, 2020, the BOCC granted approval to advertise the RFQ for Financial Advisor Services for the Concourse A and Terminal Improvements Program, and on March 17, 2021, the BOCC approved the Financial Advisor Consultant Services Agreement with Frasca & Associates for a three term which expires on March 16, 2024.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Extends the agreement for one year with one (1) one-year extension remaining.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

EYW Frasca 1st Extension.pdf

FINANCIAL IMPACT:

COST TO COUNTY: TBD

BUDGETED: Yes
TOTAL COST: unknown
SOURCE OF FUNDS: FDOT Grant Contract G1Q04 and/or Airport Operating Fund 404.

1st EXTENSION TO THE AGREEMENT FOR
FINANCIAL ADVISOR CONSULTANT SERVICES
KEY WEST INTERNATIONAL AIRPORT
TERMINAL EXPANSION PROGRAM

THIS 1st EXTENSION AGREEMENT is made this 21st day of February, 2024 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, (hereinafter called "COUNTY") and Frasca & Associates, LLC of the State of New York, NY whose address is 521 Madison Avenue, 7th Floor, New York, NY 10022, its successors and assigns (hereinafter referred to as "CONSULTANT" or "CONTRACTOR").

WITNESSETH

W**HEREAS,** on the 17th day of March 2021, the County entered into an agreement with CONSULTANT to provide financial advisor services to the Key West International Airport for the Terminal Expansion Program (hereinafter Original Agreement); and,

WHEREAS, the COUNTY and the CONSULTANT have found the Original Agreement to be mutually beneficial; and

WHEREAS, the COUNTY desires to exercise its option to extend the Original Agreement for the first of the two (2) one-year extensions provided for in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree to amend the original agreement as follows:

SECTION 1. Article 1.1 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:

1.1 TERM OF AGREEMENT
The term of this agreement commences March 17, 2024, and ends on March 16, 2025, with an option for one (1) one-year extension, which may be exercised at the sole discretion of the COUNTY.

SECTION 2. All other provisions of the March 17, 2021, Original Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this 1st Extension to the Agreement for Financial Advisor Consultant Services, Key West International Airport Terminal Expansion Project, to be executed by its duly authorized representative.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

ATTEST:

By _____

Title Executive Assistant

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor Holly Merrill Raschein

CONSULTANT:
FRASCA & ASSOCIATES, LLC.

By _____

Title Principal

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/2/24

FRAS&AS-01 RPERSAUD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
World Insurance Associates, LLC
116 E 27th Street, 10th Floor
New York, NY 10016

CONTACT NAME: Radica Persaud
PHONE (A/C, No, Ext): (212) 252-7121 2840 FAX (A/C, No):
E-MAIL ADDRESS: radicapersaud@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Frasca & Associates, LLC
521 Madison Avenue
7th Floor
New York, NY 10022

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	10SBAAJ7NES	1/4/2024	1/4/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	10SBAAJ7NES	1/4/2024	1/4/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	10SBAAJ7NES	1/4/2024	1/4/2025	AGGREGATE	$
	DED X RETENTION $ 10,000						Umbrella Covera	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County Board of County Commissioners as additional insured.

APPROVED BY RISK MANAGEMENT
BY
DATE 1.16.24
WAIVER N/A X YES

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Radica Persaud

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AGENCY CUSTOMER ID: FRAS&AS-01 RPERSAUD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
World Insurance Associates, LLC		Frasca & Associates, LLC 521 Madison Avenue 7th Floor New York, NY 10022
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Crime Coverage
Policy Number: 596782833
Effective Date: 04/13/2023 - 04/13/2024
Limit: $100,000

Cyber Liability Coverage
Policy Number: 64192982
Effective Date: 04/13/2023 - 04/13/2024
Limit: $2,000,000

Employment Practices Liability
Policy Number: G46629528004
Effective Date: 04/13/2023 - 04/13/2024

Professional Liability
Policy Number: H724122785
Effective Date: 01/11/2024 - 01/11/2025
Each Claim: $1,000,000
Aggregate: $3,000,000
Deductible: $10,000

Excess Professional Liability
Policy Number: HMPL21-0500
Effective: 01/11/2024 - 01/11/2025
Limit: $1,000,000

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I3
2023-2112

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING:

Approval to advertise a public hearing for April 17, 2024 for the purpose of receiving comments and hearing discussion concerning the Countys proposed additional draws of not to exceed $1,340,000, in aggregate principal amount against its Tax-Exempt Master Airport Revenue Note (PNC Bank, National Association Line of Credit), Series 2024.

ITEM BACKGROUND:
On August 17, 2022, the Board of County Commissioners (the "Board") of Monroe County, Florida (the "County") held a duly noticed and called public hearing and approved the issuance of up to $50,000,000 in tax-exempt indebtedness to finance and refinance various costs related to the Key West International Airport Project (the "Prior Approval"). In connection with the Prior Approval, the County has issued its $41,340,000 aggregate principal amount of Monroe County, Florida Airport Revenue Bonds (Key West International Airport), Series 2022 and has executed and delivered a Line of Credit Agreement with PNC Bank, National Association, as amended, allowing the County to borrow up to $10,000,000 of tax-exempt indebtedness to finance and refinance various costs of the Project, subject to the terms and provisions of such Agreement. In order to comply with federal tax rules, the County desires to approve additional draws of not to exceed $1,340,000 in aggregate principal amount against its Tax-Exempt Master Airport Revenue Note (PNC Bank, National Association Line of Credit), Series 2024 (AMT) (the "Master Note") to finance and refinance the costs of certain capital improvements to the Key West International Airport.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

083-00031.R1 Notice of Public Hearing.pdf

FINANCIAL IMPACT:
Approximately $500.00 to publish notice; to be paid from Airport Operating Fund 404.

NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing to be held by the Board of County Commissioners (the "Board") of Monroe County, Florida (the "County") on April 17, 2024, at 9:00 a.m. or as soon thereafter as the matter can be heard, in the Board meeting room of the Marathon Government Center - BOCC, 2798 Overseas Highway, 2nd Floor, Marathon, Florida, for the purpose of receiving comments and hearing discussion concerning the County's proposed additional draws of not to exceed $1,340,000 in aggregate principal amount against the Monroe County, Florida Tax-Exempt Master Airport Revenue Note (PNC Bank, National Association Line of Credit), Series 2024 (AMT) (the "Master Note"), pursuant to a resolution to be considered for adoption by the Board on April 17, 2024, as supplemented.

Draws against the Master Note will be applied to: finance and refinance the costs of certain capital improvements to the Key West International Airport (the "Airport"), including the development, construction and equipping of a new second-level concourse of approximately 48,805 square feet ("Concourse A") consisting of: (1) seven gates all fitted with passenger boarding bridges, holdroom areas, passenger circulation space, concession areas, restrooms, a nursing room, a pet relief area, building support areas, including mechanical rooms, IT/Communication rooms, an electrical room, elevator, storage, janitors closet, and stair areas and (2) a ground (apron) level below Concourse A to support a new baggage make-up area and device(s), tug lanes, airline ramp space, ramp equipment storage and circulation space (collectively the "Project").

The Project will be located at Key West International Airport, 3491 South Roosevelt Boulevard, Key West, Florida. The County will own and operate the Project which will be part of the Airport.

All interested persons are invited to attend said hearing and to, either personally or through their representatives, present oral or written comments and discussion concerning the proposed plan of finance. Written comments may also be submitted prior to the hearing at the Office of the County Attorney, 1111 12th Street, Suite 408, Key West, Florida 33040, Attention: County Attorney. In accordance with the Americans with Disabilities Act, persons needing a special accommodation in order to participate in this proceeding should contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. – 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice-impaired, call "711". Live Closed Captioning is available at our web portal @ http://monroecountyfl.iqm2.com/Citizens/Default.aspx for meetings of the Monroe County Board of County Commissioners. Any person deciding to appeal any decision made by the County after the hearing will need to

ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). Subsequent to the public hearing, the Board will consider whether to approve the issuance of the Master Note as required by Section 147(f) of the Code. Any person interested in the issuance of the Master Note or the location or nature of the Project may appear and be heard.

By order of the Board of County Commissioners of Monroe County, Florida.

MONROE COUNTY, FLORIDA

/s/ Holly Merrill Raschein
Holly Merrill Raschein, Mayor
Board of County Commissioners

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I4
2023-2113

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Report of Airport change orders reviewed by the County Administrator/Assistant County Administrator.

ITEM BACKGROUND:

Ordinance No. 27-1998 was adopted on September 9, 1998, authorizing the County Administrator to approve separate, non-cumulative change orders for construction projects and professional service contracts in amounts not to exceed $50,0000 (as amended by Ordinance No. 024-2015) or 5% of the original contract price, whichever is greater. The BOCC requested a monthly report of all change orders considered by the County Administrator.

PREVIOUS RELEVANT BOCC ACTION:

There were two (2) change orders considered and approved by the County Administrator/Assistant Administrator during the month of January 2024.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

Airport Change Order Report.pdf

FINANCIAL IMPACT:

Monroe County Department of Airports
Change Orders
Considered by the County Administrator's office
For the period of JANUARY, 2024

Project	Contractor	CO#	Amount	Description	Date Considered*	Cause
EYW Concourse A & Terminal Improvements	NV2A/Gulf Keystar JV	015	$ 115,852.83	Additional costs associated with the scope changes for permeation grouting	1/22/2024	Original bid based on conformed design drawings compared to the 90% contract documents for the project.
EYW Concourse A & Terminal Improvements	NV2A/Gulf Keystar JV	016	$ 495,000.00	Storage cost of 7 passenger boarding bridges, 2 walkways and components at Thyssen Krupp's factory in Forth Worth, Texas	1/22/2024	To secure production schedule, the passenger boarding bridges were assembled and accepted and are being stored in a controlled environmental until they are ready for delivery and installation.

TOTAL **$610,852.83**

***date approved**

DocuSign Envelope ID: E9406C08-6D93-42DE-9E84-84B46B54F3BF

MONROE COUNTY/DEPARTMENT OF AIRPORTS
CONTRACT CHANGE ORDER

PROJECT TITLE: **KWIA Concourse A & Terminal Improvements**

CHANGE ORDER NO.: **015**

INITIATION DATE: 12/14/2023

TO CONTRACTOR: **NV2A/Gulf Keystar JV**

CONTRACT DATE: 8/17/2022

The Contract is changed as follows:

The Original (Contract Sum) (Guaranteed Maxium Price)	$ 101,461,771.00
Net change by previously authozied Change Order	$ 13,010,643.48
The (Contract Sum) (Guaranteed Mxium Price) prior to this Chage order was	$ 114,472,414.48
The (Contract Sum) (Guaranteed Mxium Price) will be (**increased**) by this Change Order	**$ 115,852.83**
The new (Contract Sum) (Guaranteed Mxium Price) including this Change Order is	**$ 114,588,267.31**

The Contract Time will be (**changed**) by	TBD	days
The date of Substantial Completion as of the date of this Change Order is	3/9/2026	

Detailed Description of change order and justification:

As per the attached approved PCO 036, this Change Order includes the costs associated with the scope changes for permeation grouting work in the Conformed Design Drawings compared to the 90% Contract Documents for the KWIA project. (20-2039-01)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
036	Keller- Permeation Grouting Scope Changes in Conformed Set	TBD	$ 115,852.83
		Total:	$ 115,852.83

This change order is 0.11% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: DocuSigned by: Christopher S. Kopec 062E1EB4233B487... DATE: 1/3/2024 | 05:11:04 PST

CONTRACTORS: DocuSigned by: 019093827A75487... DocuSigned by: 63DD4B4B17E74D4... DATE: 12/22/2023 | 08:04:21 PST

EXECUTIVE DIRECTOR OF AIRPORTS: DocuSigned by: 8E65F52F4C2F4D3... DATE: 1/18/2024 | 04:01:13 PST

COUNTY/DEPUTY ADMINISTRATOR: DATE: 01.22.2024

DATE:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/18/24

DS AP DS BHR

NV2A™ GULF BUILDING KEYSTAR

PCCO #015

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
Phone: (786) 233-5060

Project: 20-2039-01 - KWIA Concourse A and Terminal Improvements Program
3941 South Roosevelt Blvd.
Key West, Florida 33040

Prime Contract Change Order #015: Keller- Permeation Grouting Scope Changes in Conformed Set

TO:	**Key West International Airport** 3491 South Roosevelt Boulevard Key West, Florida 33040	**FROM:**	**NV2A/Gulf Keystar JV** 9100 South Dadeland Blvd, Suite 600 Miami, Florida 33156
DATE CREATED:	12/14/2023	**CREATED BY:**	Mansour Sodagari **(NV2A/Gulf Keystar JV)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	12/14/2023
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	12/12/2023
CONTRACT FOR:	20-2039-01:Key West International Airport Concourse A	**TOTAL AMOUNT:**	$115,852.83

DESCRIPTION:

Keller - Permeation Grouting Scope Changes in Conformed Set Compared to 90% Contract Documents

As per the attached approved PCO #036, this Change Order includes the costs associated with the scope changes for permeation grouting work in the Conformed Design Drawings compared to the 90% Contract Documents for the KWIA project. (20-2039-01)

Drawing changes, cost breakdown, and supplier invoices are attached.

ATTACHMENTS:

PCO 036 -Keller 90% Compared to Conformed Set.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
036	Keller- Permeation Grouting Scope Changes in Conformed Set	0 days	$115,852.83
		Total:	$115,852.83

The original (Contract Sum)	$101,461,771.00
Net change by previously authorized Change Orders	$13,010,643.48
The contract sum prior to this Change Order was	$114,472,414.48
The contract sum will be increased by this Change Order in the amount of	$115,852.83
The new contract sum including this Change Order will be	$114,588,267.31
The contract time will not be changed by this Change Order.	

DS AP DS BHR DS

Christopher Kopec (McFarland Johnson, Inc.)
49 Court Street, Suite 240
Binghamton, New York 13901
DocuSigned by: Christopher S. Kopec
062E1EB4233B487...
SIGNATURE **DATE**
1/3/2024 | 05:11:04 PST

Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040
DocuSigned by:
8E65F52F4C2F4D3...
SIGNATURE **DATE**
1/18/2024 | 04:01:13 PST

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
DocuSigned by:
019093827A75487...
SIGNATURE **DATE**
12/22/2023 | 08:04:21 PST

DocuSign Envelope ID: E9406C08-6D93-42DE-9E84-84B46B54F3BF

NV2A™ GULF BUILDING KEYSTAR

PCO #036

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
Phone: (786) 233-5060

Project: 20-2039-01 - KWIA Concourse A and Terminal Improvements Program
3941 South Roosevelt Blvd.
Key West, Florida 33040

Prime Contract Potential Change Order #036: Keller- Permeation Grouting Scope Changes in Conformed Set

TO:	Key West International Airport 3491 South Roosevelt Boulevard Key West, Florida 33040	**FROM:**	NV2A/Gulf Keystar JV 9100 South Dadeland Blvd, Suite 600 Miami, Florida 33156
PCO NUMBER/REVISION:	036 / 0	**CONTRACT:**	20-2039-01 - Key West International Airport Concourse A
REQUEST RECEIVED FROM:		**CREATED BY:**	Mansour Sodagari **(NV2A/Gulf Keystar JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	11/9/2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$115,852.83

POTENTIAL CHANGE ORDER TITLE: Keller- Permeation Grouting Scope Changes in Conformed Set

CHANGE REASON: A/E Design Changes

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Keller - Permeation Grouting Scope Changes in Conformed Set Compared to 90% Contract Documents

This Change Order includes the costs associated with the scope changes for permeation grouting work in the Conformed Design Drawings compared to the 90% Contract Documents for the KWIA project. (20-2039-01)

Drawing changes, cost breakdown, and supplier invoices are attached.

ATTACHMENTS:
2023-11-07_Keller RCO No.1a Package_Key West IACA_Drawing changes.pdf

#	Budget Code	Description	Amount
1	31-.40.10.10.S Shoring and Underpinning.Subcontractor	Permeation Grouting	$105,320.75
2	99-.99.99.66.O Procore OH & P.Other	10% Markup	$10,532.08
		Grand Total:	**$115,852.83**

Christopher Kopec (McFarland Johnson, Inc.)
49 Court Street, Suite 240
Binghamton, New York 13901

Christopher Kopec Digitally signed by Christopher Kopec Date: 2023.12.07 13:19:26 -05'00'

SIGNATURE DATE

Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040

SIGNATURE 12.11.2023 DATE

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156

SIGNATURE 11/09/23 DATE

DocuSign Envelope ID: E9406C08-6D93-42DE-9E84-84B46B54F3BF

KELLER

Keller-NA.com

November 7, 2023

NV2A & Gulf Building JV
5450 MacDonald Ave
Key West, FL. 33040

ATTENTION: Antonio Pinto

REFERENCE: **RCO No.1a – Permeation Grout Scope Changes**
Key West IACA
3491 S. Roosevelt Blvd
Key West, FL. 33040
Keller Project No. 13121088

Mr. Pinto

Keller was subcontracted last year on 9/20/2022 for permeation grouting work at the above-mentioned project. The permeation grouting work is an engineered temporary shoring system for the existing foundations for protection to allow for adjacent excavation of the new foundations.

Contractual grouting scope was based on the addendum 1 structural drawings dated 4/22/2022. New conformed structural drawing set has been released dated 5/5/2023 and the grouting scope has increased based on structural changes, material escalation and logistical challenges. This narrative is to describe the permeation grout scope increases and change order request.

Two areas have been identified via dashed black lines along the proposed foundations by the EOR which would require temporary shoring, see figures 1 and 3 for 4/22/2022 set. Proposed pile caps were designed requiring excavation elevations noted on the figures. Latest 5/5/2023 set for construction was released and pile caps were redesigned to shallow foundations, see figures 2 and 4 for details. New shallow foundations increased the overall footprint and excavation depths.

See below for summary of drawing changes.

Keller North America, Inc.
1000 NW 65th St., Suite 300B
Fort Lauderdale, FL. 33309
P [954] 977-8117
Equal Opportunity Employer – Minorities/Females/Disabled/Veterans

THINK SAFE

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Drawing Summary Changes

Gridline location	Foundation changes	**drawing date 4/5/2022**	**drawing date 4/5/2022**	**drawing date 5/5/23**	**drawing date 5/5/23**
		Bottom of footing	Grouting required (feet)	Bottom of footing	grouting required (feet)
3.3 to 3.7	PC1 to shallow foundation	-3'-0"	30	-3'-6"	40
3.3 to 3.7 at A.0	PC1 to shallow foundation	-3'-6"	13	-3'-6"	-
3.7 to EJ.3 at A.0	Deeper and larger elevator pit	-7'-0"	45	-8'-6"	55

For additional change order backup, Keller has included shop drawing comparisons in figures 5 through 8. This details differences between contract and revised permeation grouting scopes. Please note injection pipe increases and injection volume increases. Scope increases impact installation durations, spoils handling and material increases.

Summary of scope changes

- An additional 6,850 gallons of drilling and injection required.
- Additional work will require a 6-day increase to our current schedule.
  - Contract work duration of 1.5 weeks plus 5 day cure time
  - New work duration will be 2.5 weeks plus 5 day cure time.
- Night work required.
- Material escalation increase from 2022 contract date to anticipated mob date of October 2023.
  - See exhibits A and B for material quotes.
- Drill access required from south entrance, requiring additional cable length for electric drill.
  - See exhibit C for cable quote.

Keller is requesting a change order in the amount of $105,320.75 for additional drilling and grouting required based on the structural drawing updates for conformed structural set dated 5/5/2023.

If we can be of any assistance in clarifying any points in this letter, please contact us at (954) 977-8117.

Sincerely,
KELLER NORTH AMERICA, INC.

Carlos P. Rosand
Project Manager

Accepted by: _____

Date: _____

DocuSign Envelope ID: E9406C08-6D93-42DE-9E84-84B46B54F3BF

Figure 1: Perm grout scope at gridline A.1 – 4/5/22 set

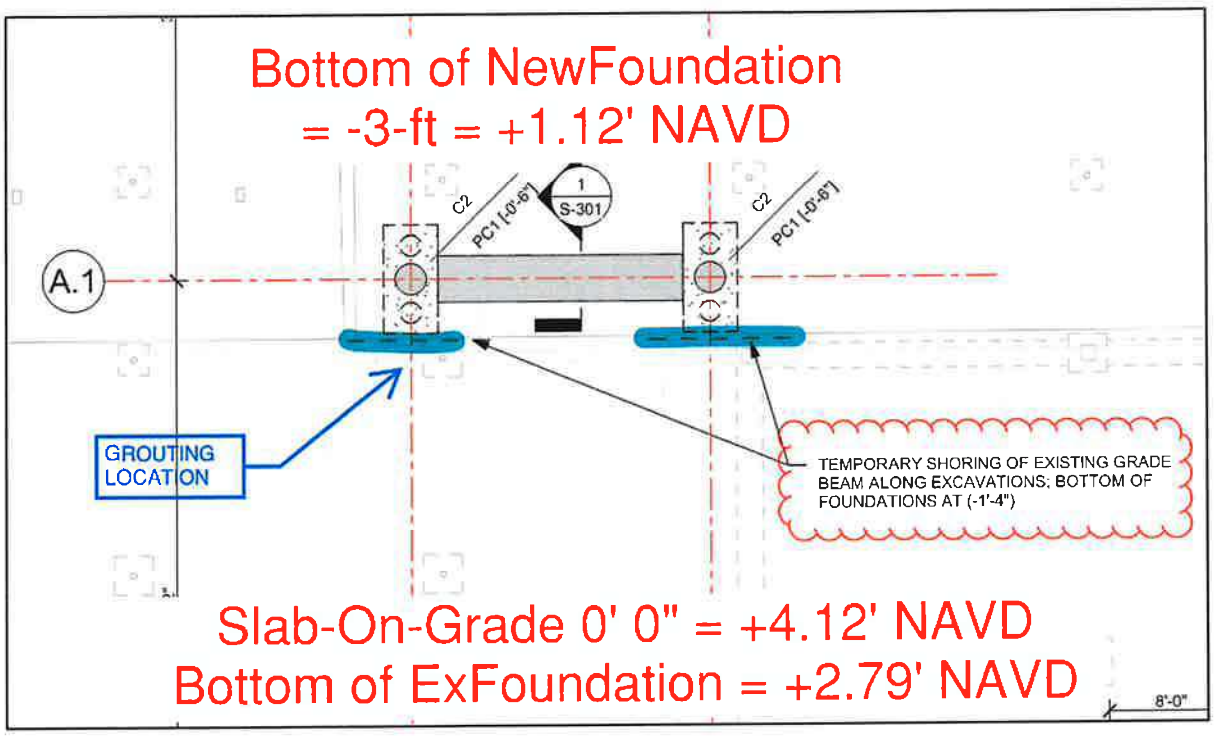


Figure 2: Perm grout scope at gridline A.1 – 5/5/23 Conformed Doc Set

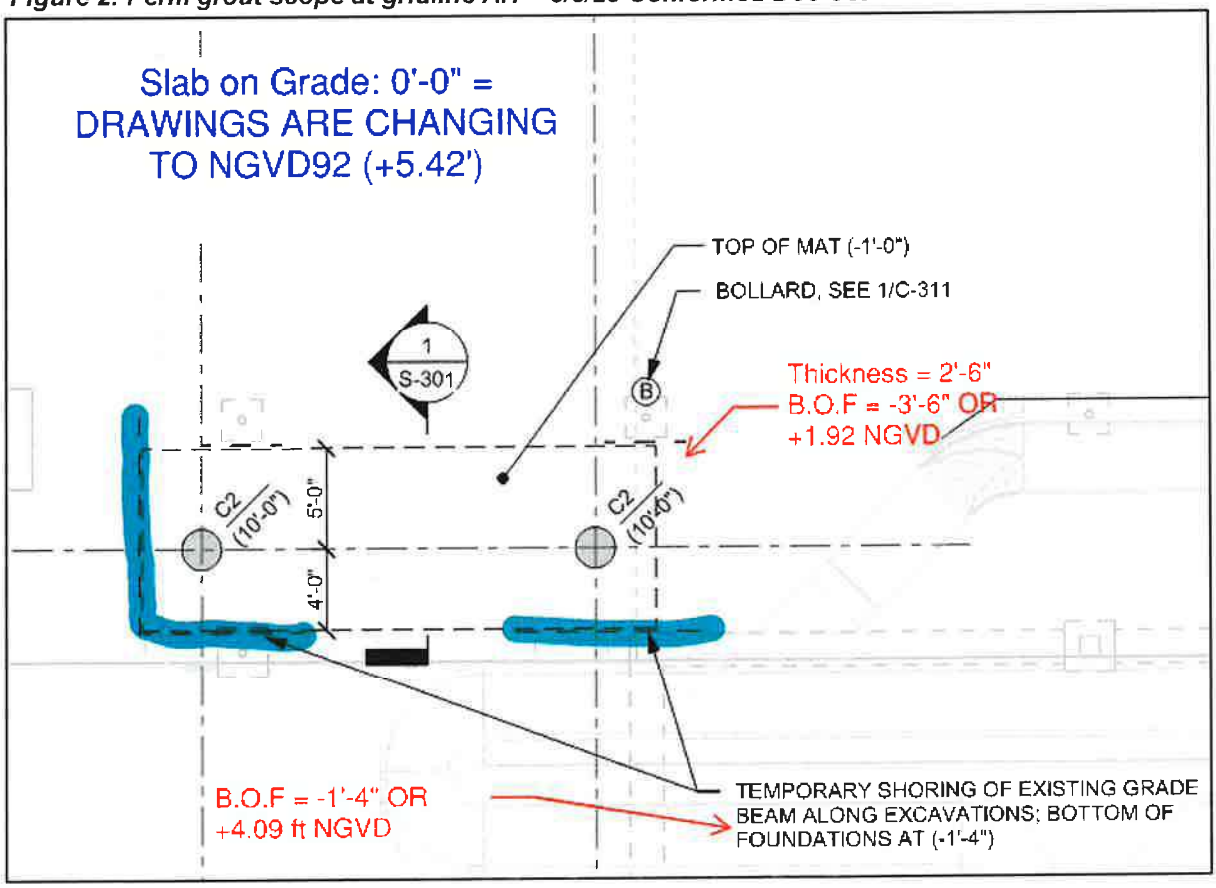


Figure 3: Perm grout scope at gridline 3.7 – 4/5/22 set

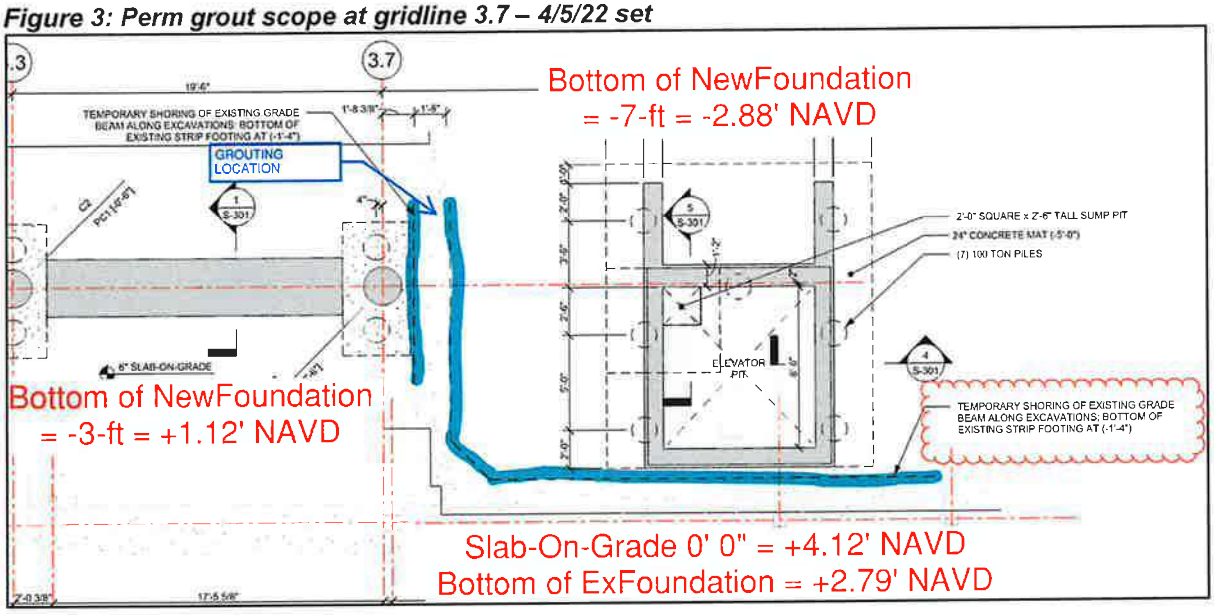
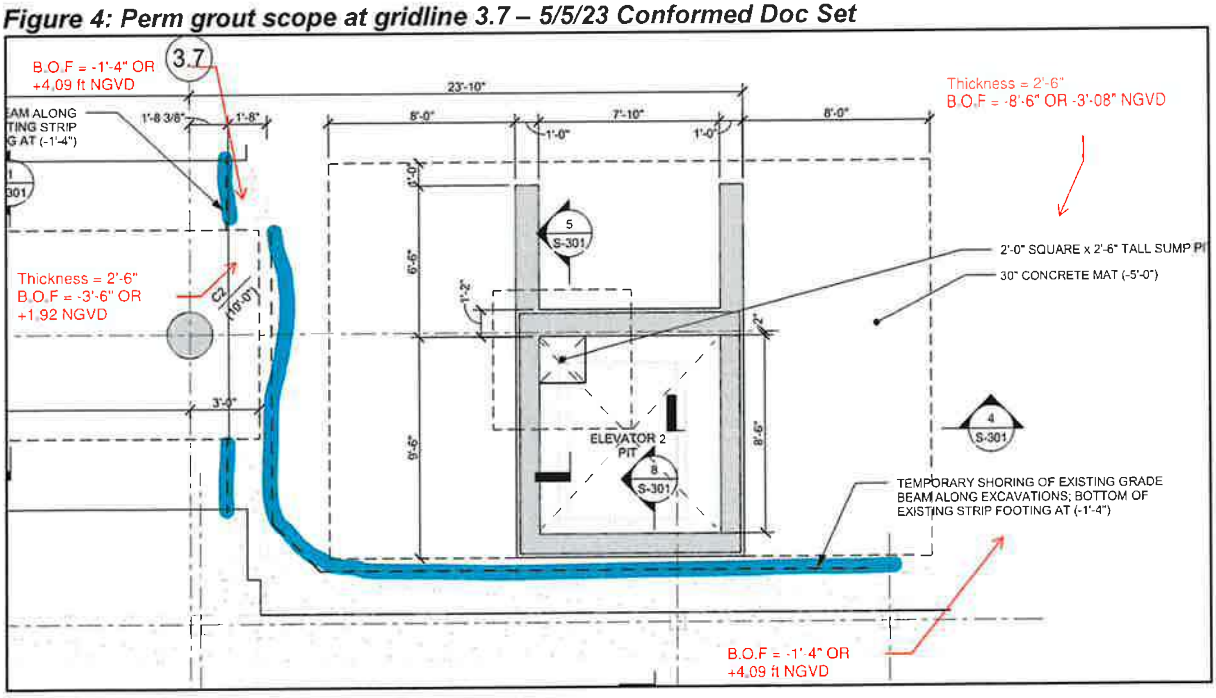


Figure 4: Perm grout scope at gridline 3.7 – 5/5/23 Conformed Doc Set



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Figure 5: Keller Shop Drawing at gridline A.1 based on structural 4/5/22 set with injection cross section

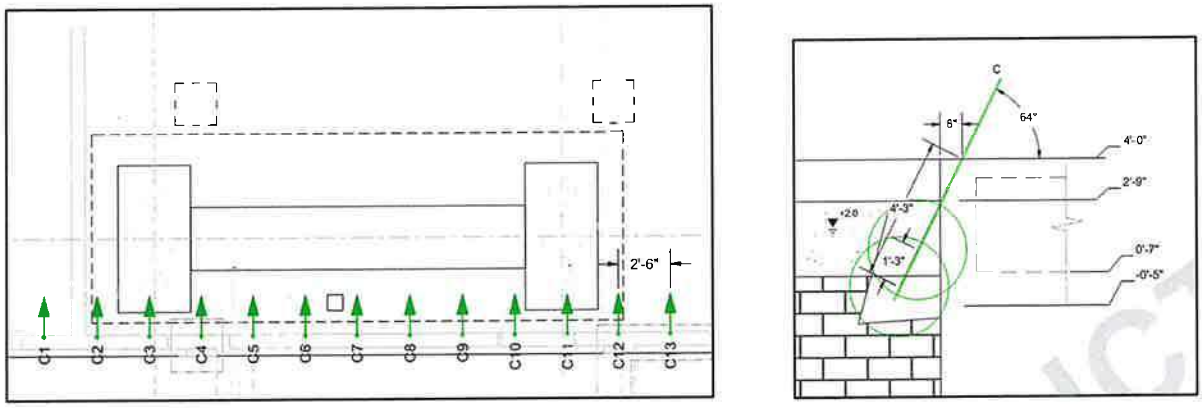
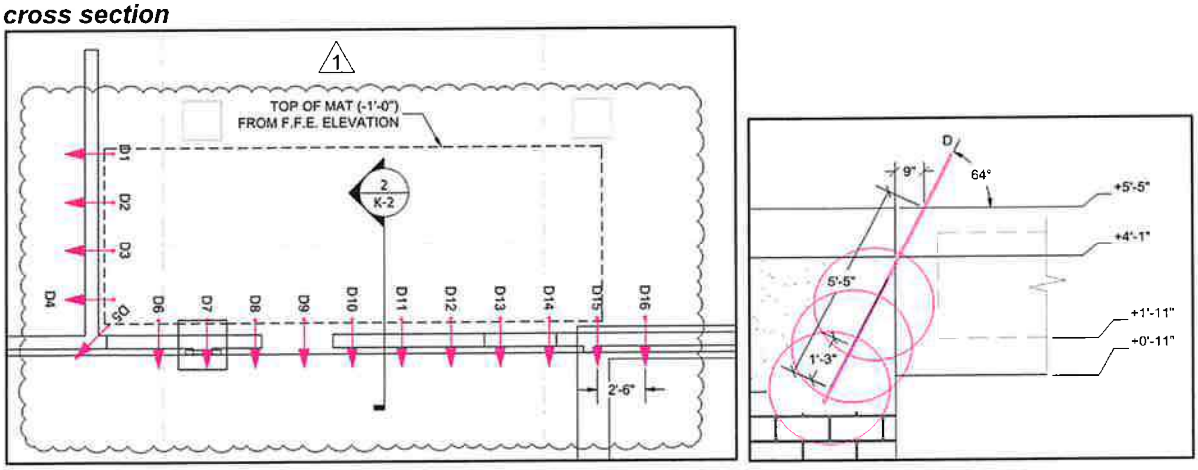


Figure 6: Keller Shop Drawing at gridline A.1 based on structural conformed 5/5/23 set with injection cross section



DocuSign Envelope ID: E9406C08-6D93-42DE-9E84-84B46B54F3BF

Figure 7: Keller Shop Drawing at gridline 3.7 based on structural 4/5/22 set

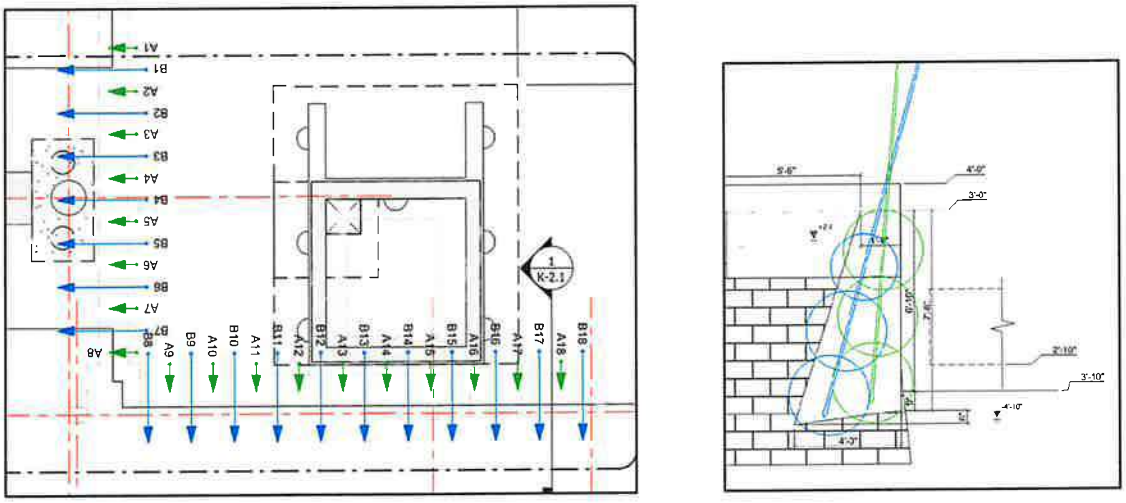
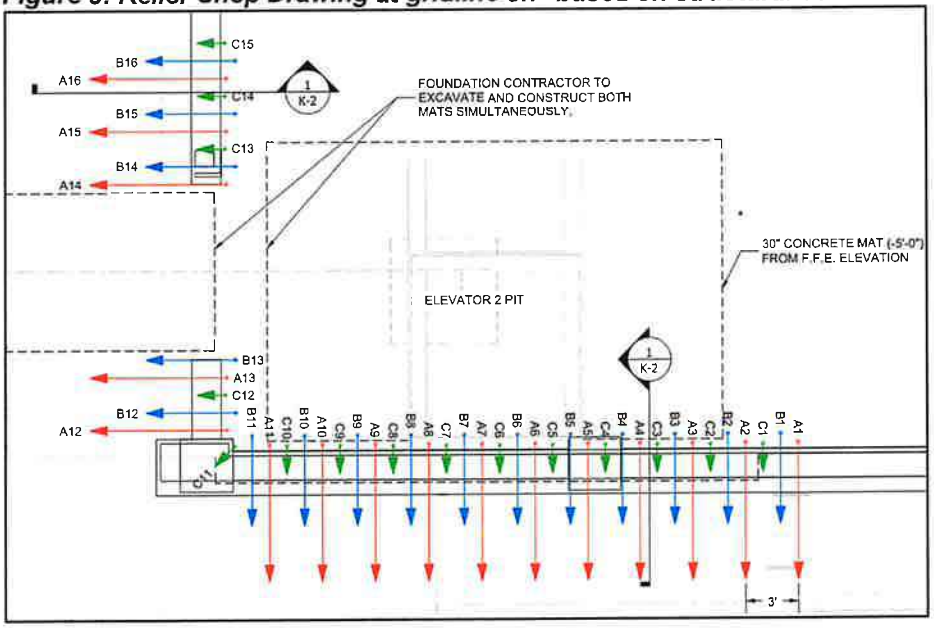
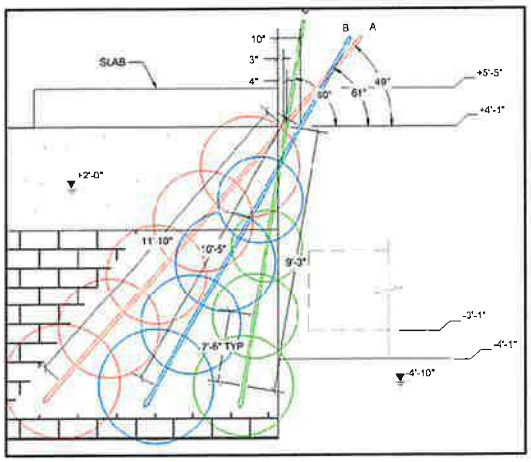


Figure 8: Keller Shop Drawing at gridline 3.7 based on structural conformed 5/5/23 set





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Project: Key West IACA Airport
Subcontract No.
Keller Job No. 13121088

To: NV2A/Gulf JV

Permeation Grouting RCO NO. 1 - Additional Drilling and Injection Work, new drawings

Item	Rate	Unit		Production Shift 1	Production Shift 2	Production Shift 3	Production Shift 4	Production Shift 5	Production Shift 6				Total
Labor (includes per diem and hotels)													
General Superintendent	$122.12	/HR		8									$ 976.96
Superintendent	$112.35	/HR		8	8	8	8	8	8				$ 5,392.80
Driller Operator	$89.23	/HR		10	10	10	10	10	10				$ 5,353.80
Operator	$78.32	/HR		10	10	10	10	10	10				$ 4,699.20
Operator	$78.32	/HR		10	10	10	10	10	10				$ 4,699.20
Skilled Labor	$59.74	/HR		10	10	10	10	10	10				$ 3,584.40
Skilled Labor	$59.74	/HR		10	10	10	10	10	10				$ 3,584.40
Subtotal Labor													**$ 28,290.76**
Equipment													
Crew Truck	$150.00	/SHIFT		1	1	1	1	1	1				$ 900.00
Crew Truck	$150.00	/SHIFT		1	1	1	1	1	1				$ 900.00
Drill Rig , powerpack and rotary head	$1,050.00	/SHIFT		1	1	1	1	1	1				$ 6,300.00
88.9mm Drill casing and starter (6 sections)	$15.00	/SHIFT		1	1	1	1	1	1				$ 90.00
10/10 Colloidial Cement Mixer	$225.00	/SHIFT		1	1	1	1	1	1				$ 1,350.00
ChemGrout Double Mixing Tub	$325.00	/SHIFT		1	1	1	1	1	1				$ 1,950.00
tri - flowmeter Manifolds	$115.00	/SHIFT		1	1	1	1	1	1				$ 690.00
Superintendent Job Container	$50.00	/SHIFT		1	1	1	1	1	1				$ 300.00
Olympian Gen Set	$85.00	/SHIFT		1	1	1	1	1	1				$ 510.00
Mini-Excavator 15-20k	$195.00	/SHIFT		1	1	1	1	1	1				$ 1,170.00
Telescopic Forklift	$275.00	/SHIFT		1	1	1	1	1	1				$ 1,650.00
Additional electric cable (300 lf) and tri-plug connectors	$7,113.32	/LS		1									$ 7,113.32
Subtotal Equipment													**$ 22,923.32**
Materials													
Stucco Bagged cement (60 lb)	$9.73	/BAG		300									$ 2,919.00
Sodium Silicate (lbs)	$0.25	/LB		50074									$ 12,518.50
Sodium Silicate (lbs) escalation from 2022	$0.05	/LB		79306									$ 3,965.30
Sodium Silicate Freight	$3,010.00	/EA		1.00									$ 3,010.00
PVC ported Injection Pipe	$4.50	/LF		3190									$ 14,355.00
PVC ported Injection Pipe escalation (no change)		/LF											$ -
Dibasic Ester	$1.78	/LB		2408.2									$ 4,286.62
Dibasic Ester escalation (no change since 2022)		/LB											$ -
Subtotal Materials													**$ 41,054.42**
Fuel Surcharge	9.0%	%											$ 2,063.10
Small tools and Supplies	5.0%	%											$ 1,414.54
TOTAL (Labor, Equipment, Materials, & Subcontractors)													**$ 95,746.13**
Overhead & Profit (L,M,E,S) (10%)													**$ 9,574.61**
GRAND TOTAL													**$ 105,320.75**

Notes: Cost Breakdown for additional drilling and grouting for updated scope.

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PQ Corporation

Corporate Headquarters
P.O. Box 840
Valley Forge, PA, 19482-0840 USA

610-651-4200
800-756-1456

March 22, 2022

EXHIBIT A

Keller - NA
Carlos Rosand - Project Manager
5461 Waters Avenue Suite 900
Tampa, FL 33634

Dear Carlos,

I appreciate the opportunity to present this proposal for N ® Sodium Silicate.

I have received management approval to respond and offer you the following:

Product: N ® Sodium Silicate
Package: Bulk Tank Truck
Customer: Keller – NA / Key West Airport
Volume: 80 k pounds
Shipments: Full Bulk Tank Truck shipments of approximately 46,000 lbs.
Price: $0.187/lb., No Discounts Apply, FCA Chester, PA
Freight: Prepaid & Add
Payment Terms: Net 30 days from date of invoice

Quotation is subject to any market price increases that occur during the life of the project.

This pricing is subject to PQ LLC standard terms and conditions, contingent upon availability.

Carlos, Thank you for the confidence Keller-NA has placed in PQ LLC as a key supplier. We greatly appreciate the business you place with PQ LLC, and look forward to an expanded relationship.

Do not hesitate to contact me if you need any additional information.

Respectfully Submitted,

Tim Yanavage
Western Regional Account Manager
(m) 951.404.4606

DocuSign Envelope ID: E9406C08-6D93-42DE-9E84-84B46B54F3BF

PQ Corporation

Corporate Headquarters
P.O. Box 840
Valley Forge, PA, 19482-0840 USA

610-651-4200
800-756-1456

March 22, 2022

EXHIBIT B

Keller - NA
Carlos Rosand - Project Manager
5461 Waters Avenue Suite 900
Tampa, FL 33634

Dear Carlos,

I appreciate the opportunity to present this proposal for N ® Sodium Silicate.

I have received management approval to respond and offer you the following:

Product: N ® Sodium Silicate
Package: Bulk Tank Truck
Customer: Keller – NA / Key West Airport
Volume: 130 k pounds
Shipments: Full Bulk Tank Truck shipments of approximately 46,000 lbs.
Price: $0.243/lb., No Discounts Apply, FCA Chester, PA
Freight: Prepaid & Add
Payment Terms: Net 30 days from date of invoice

Quotation is subject to any market price increases that occur during the life of the project.

This pricing is subject to PQ LLC standard terms and conditions, contingent upon availability.

Carlos, Thank you for the confidence Keller-NA has placed in PQ LLC as a key supplier. We greatly appreciate the business you place with PQ LLC, and look forward to an expanded relationship.

Do not hesitate to contact me if you need any additional information.

Respectfully Submitted,

Tim Yanavage
Western Regional Account Manager
(m) 951.404.4606

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MONROE COUNTY/DEPARTMENT OF AIRPORTS
CONTRACT CHANGE ORDER

PROJECT TITLE: **KWIA Concourse A & Terminal Improvements**

CHANGE ORDER NO.: **016**
INITIATION DATE: 12/20/2023

TO CONTRACTOR: **NV2A/Gulf Keystar JV**

CONTRACT DATE: 8/17/2022

The Contract is changed as follows:

The Original (Contract Sum) (Guaranteed Maxium Price)	$ 101,461,771.00
Net change by previously authozied Change Order	$ 13,126,496.31
The (Contract Sum) (Guaranteed Mxium Price) prior to this Chage order was	$ 114,588,267.31
The (Contract Sum) (Guaranteed Mxium Price) will be **(increased)** by this Change Order	**$ 495,000.00**
The new (Contract Sum) (Guaranteed Mxium Price) including this Change Order is	**$ 115,083,267.31**

The Contract Time will be **(unchanged)** by 0 days
The date of Substantial Completion as of the date of this Change Order is 3/9/2026

Detailed Description of change order and justification:

Per the Owner's request, Passenger Boarding Bridges will be stored at Thyssen Krupp Airport Solutions Factory in Fort Worth, Texas until delivery to the KWIA project. (20-2039-01)
This change order includes the cost of Storage of 7 Passenger Boarding Bridges. 2 Walkways, and Components as agreed in the FAT meeting on 08/16/2023. Invoice, meeting minutes, and location plan are attached.

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
017	TKAS - PBB Storage	0	$ 495,000.00
		Total:	$ 495,000.00

This change order is 0.49% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: DocuSigned by: Christopher S. Kopec 062C1CD4233D467... DATE: 1/3/2024 | 05:44:34 PST

CONTRACTORS: DocuSigned by: 019093827A75487... DocuSigned by: 63DD4B4B17E74D4... DATE: 12/22/2023 | 08:03:26 PST

EXECUTIVE DIRECTOR OF AIRPORTS: DocuSigned by: 8E65F62F4C2F4D3... DATE: 1/16/2024 | 04:37:41 PST

COUNTY/DEPUTY ADMINISTRATOR: DATE: 01.22.2024

DATE:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/18/24

DS AP DS BH/R

PCCO #016

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
Phone: (786) 233-5060

Project: 20-2039-01 - KWIA Concourse A and Terminal Improvements Program
3941 South Roosevelt Blvd.
Key West, Florida 33040

Prime Contract Change Order #016: TKAS - PBB Storage

TO:	**Key West International Airport** 3491 South Roosevelt Boulevard Key West, Florida 33040	**FROM:**	**NV2A/Gulf Keystar JV** 9100 South Dadeland Blvd, Suite 600 Miami, Florida 33156
DATE CREATED:	12/20/2023	**CREATED BY:**	Mansour Sodagari **(NV2A/Gulf Keystar JV)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	12/20/2023
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	0 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	10/25/2023
CONTRACT FOR:	20-2039-01:Key West International Airport Concourse A	**TOTAL AMOUNT:**	$495,000.00

DESCRIPTION:
TKAS - PBB Storage
Per the Owner's request, Passenger Boarding Bridges will be stored at Thyssen Krupp Airport Solutions Factory in Fort Worth, Texas until delivery to the KWIA project. (20-2039-01)
This change order includes the cost of Storage of 7 Passenger Boarding Bridges. 2 Walkways, and Components as agreed in the FAT meeting on 08/16/2023. Invoice, meeting minutes, and location plan are attached.

Location:
TK Airport Solution, Inc.
3201 N. Sylvania Ave., Suite 117
Fort Worth, TX 76111

ATTACHMENTS:
NV2A PCO #017 TKAS PBB Storage.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
017	TKAS - PBB Storage		$495,000.00
		Total:	$495,000.00

The original (Contract Sum)	$101,461,771.00
Net change by previously authorized Change Orders	$13,126,496.31
The contract sum prior to this Change Order was	$114,588,267.31
The contract sum will be increased by this Change Order in the amount of	$495,000.00
The new contract sum including this Change Order will be	$115,083,267.31
The contract time will not be changed by this Change Order.	

DS AP DS BHR DS

Christopher Kopec (McFarland Johnson, Inc.)
49 Court Street, Suite 240
Binghamton, New York 13901
DocuSigned by:
Christopher S. Kopec
062E1EB4233B487...
SIGNATURE **DATE**
1/3/2024 | 05:44:34 PST

Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040
DocuSigned by:
8E65F52F4C2F4D3...
SIGNATURE **DATE**
1/16/2024 | 04:37:41 PST

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
DocuSigned by:
019093827A75487...
SIGNATURE **DATE**
12/22/2023 | 08:03:26 PST

DocuSign Envelope ID: E84243BE-A3A9-4EAB-87A7-B776438E8AB8

NV2A™ GULF BUILDING KEYSTAR

PCO #017

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
Phone: (786) 233-5060

Project: 20-2039-01 - KWIA Concourse A and Terminal Improvements Program
3941 South Roosevelt Blvd.
Key West, Florida 33040

Prime Contract Potential Change Order #017: TKAS - PBB Storage

TO:	Key West International Airport 3491 South Roosevelt Boulevard Key West, Florida 33040	**FROM:**	NV2A/Gulf Keystar JV 9100 South Dadeland Blvd, Suite 600 Miami, Florida 33156
PCO NUMBER/REVISION:	017 / 0	**CONTRACT:**	20-2039-01 - Key West International Airport Concourse A
REQUEST RECEIVED FROM:		**CREATED BY:**	Mansour Sodagari **(NV2A/Gulf Keystar JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/26/2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$495,000.00

POTENTIAL CHANGE ORDER TITLE: TKAS - PBB Storage

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

TKAS - PBB Storage
Per the Owner's request, Passenger Boarding Bridges will be stored at Thyssen Krupp Airport Solutions Factory in Fort Worth, Texas until delivery to the KWIA project. (20-2039-01)
This change order includes the cost of Storage of 7 Passenger Boarding Bridges. 2 Walkways, and Components as agreed in the FAT meeting on 08/16/2023. Invoice, meeting minutes, and location plan are attached.

Description	Total Cost
Storage of 7 PBB's, 2 Walkways, and Components	$450,000.00

Location:
TK Airport Solution, Inc.
3201 N. Sylvania Ave., Suite 117
Fort Worth, TX 76111

ATTACHMENTS:

Location.jpg , _C0R#3_Storage.pdf

#	Budget Code	Description	Amount
1	34-.77.13.10.S Moving Walks.Subcontractor	PBB Storage	$450,000.00
2	99-.99.99.66.O Procore OH & P.Other	Markup	$45,000.00
		Grand Total:	**$495,000.00**

~~John Mafera~~ **(McFarland Johnson, Inc.)**
49 Court Street, Suite 240
Binghamton, New York 13901

Christopher Kopec
Digitally signed by Christopher Kopec
Date: 2023.10.20 16:07:50 -04'00'

SIGNATURE **DATE**

Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040

10/23/23

SIGNATURE **DATE**

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156

M. Sodagari 9/28/2023

SIGNATURE **DATE**

DocuSign Envelope ID: E84243BE-A3A9-4EAB-87A7-B776438E8AB8

TK Airport Solutions, Inc.
3201 N. Sylvania Ave., Suite 117
Fort Worth, TX 76111

Initiated on: 06/30/2023

Submitted to: NV2A Gulf Keystar JVD

TK Job Number: 7550000090 TK Change Order No.: 3

Description of Change Order:

Storage of 7 PBBs + Components and 2 walkways

TK Self Perform Costs	Unit	QTY	Unit Cost	Hours	Total
Project Manager	Hrs	1	$ 160,00	0	$ -
Engineering	Hrs	1	$ 140,00	0	$ -

TK Travel Costs	Unit	Unit Cost	QTY	Total
				$ -
				$ -
				$ -

TK Material Costs	Unit	Unit Cost	QTY	Total
Monthly Storage	Month	$ 4.554,00	96,3	$ 438.550
Truck	Unit	$ 935,00	9	$ 8.415
				$ -

TK Manufacturing Costs	Unit	Unit Cost	QTY	Total
Labor hours	Hrs	$ 135,58	216	$ 29.285
				$ -
				$ -

Subcontractor and Supplier Costs	Unit	Unit Cost	QTY	Total
				$ -
				$ -
				$ -

Markup	Cost	Mark-up	Total
TK Self Perform Costs	$ -		$ -
TK Travel Costs	$ -		$ -
TK Material Costs	$ 446.965	$ 67.045	$ 514.010
TK Manufacturing Costs	$ 29.285	$ 4.393	$ 33.678
Spare parts credit			$ (50.000)
		Total Proposal	**$ 497.688**
		Agree to during FAT meeting (08/16/2023)	**$ 450.000**

By: _____
ACCEPTED: TK EMPLOYEE DATE

By: _____
APPROVED: DATE

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PROJECT RELEASE AUTHORIZATION CHECKLIST – (Glass Bridge)

Document Number:	Revision	Latest Revision By:	Approved By:	Page:
C06_FOR_07	6	J. Salinas	J. Salinas	1 of 6

This document is a final inspection report of project specific Passenger Boarding Bridges (PBB).
Refer to C06_PF_01, Project Release Authorization Workflow for guidance.

Airport	755000091-01 Key West
Gate Number	
Sales Order Number	02
Sales Order Item Number	
PBB Model Number	
PBB Serial Number	
Factory	Fort Worth
Date	8/16/2023

Please sign for Authorization for Product Release from Test Stand

Quality Representative Signature: Date:	Engineering Representative Signature: Date:
Project Management Representative Signature: Date:	Manufacturing Representative Signature: Date:

*Once completed and signed, QC will file with Quality's Project Documentation.

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PROJECT RELEASE AUTHORIZATION CHECKLIST	Sales Order # 750000090
	Item # 02

Component to be Inspected	Comments	Status
SECTION 1 – Visual Inspection of Rotunda Major Assembly		**OK / NC / NA**
1 Rotunda Assembly	Completed per engineering Spec.	NA
2 Exterior/Interior	Painted per engineering Spec.	NA
3 Curtain Assembly	Properly installed	NA
4 Exterior/ Interior	Free from rust, dents, and blemishes.	NA
SECTION 2 - Visual Inspection of PBB Cab Exterior Assembly		**OK / NC / NA**
5 Cab assembly	Completed per engineering Spec.	OK
6 Exterior	Painted per engineering Spec.	OK
7 Articulating Floor	Properly installed.	OK
8 Curtain/ Covers	Properly installed.	OK
9 Canopy Assembly	Properly installed.	OK
10 Drive chain	Properly installed.	OK
11 Exterior	Free from rust, dents, and blemishes.	OK
SECTION 3 - Visual Inspection of PBB Tunnels Exterior Assembly		**OK / NC / NA**
12 Tunnels exterior assembly	Completed per engineering Spec.	OK
13 Tunnel weather seals	Properly installed.	OK
14 Rollers	Are greased and free from rust.	OK
15 Tunnels	Fit without problem	OK
16 Exterior paint	Painted per engineering Spec.	OK
17 Bridge exterior	Free from rust, dents, and blemishes	OK
SECTION 4 - Visual Inspection of Elevation Assembly		**OK / NC / NA**
18 Elevation	Is mounted at the proper P-Position.	OK
19 Hydraulic power unit, cylinders, and connections.	There is no oil leakage or damaged hoses.	N/A
20 Wheel bogie FRONT and REAR signs	Are clearly identified.	N/A
21 Warning "CRUSH HAZARD - KEEP FEET CLEAR"	Mounted each side of wheel bogie cross tube.	N/A
SECTION 5 - Visual Inspection of Electrical General Wiring Exterior		**OK / NC / NA**
22 Wiring/Cables	Various Junction boxes- properly installed and labeled.	OK
	All wires are neatly routed and secured.	OK
	Wires labeled and are terminated in correct terminal.	OK
	Electrical conduit is straight, without damage and secure.	OK
23 Side trolley system	Trolley moves smoothly with no binding.	OK
	Electrical cable is properly supported and labeled.	OK
	Correct side of cord grips attached at the end of each cable.	OK
SECTION 6 - Visual inspection of PBB Tunnels Interior Assembly		**OK / NC / NA**
24 Wall, ceiling, and corner trims	Properly installed	OK
25 Carpet flooring	Properly installed, no bubbles are visible.	OK
26 Floor Gutter	Properly installed, no bubbles are visible	OK
27 Transition ramp	Ramp is secure and not a trip hazard.	OK
28 "WATCH YOUR STEP" signs	Installed at above the Transition Ramp.	N/A
29 Handrails	Rails are properly secured with no sharp edges.	OK

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PROJECT RELEASE AUTHORIZATION CHECKLIST	Sales Order # 750000090
	Item # 02

	Component to be Inspected	Comments	Status
30	Tunnels interior	Free from rust, dents, and blemishes	
SECTION 7 - Visual inspection of PBB Cab Interior Assembly			**OK / NC / NA**
31	Cab curtains	Properly installed, free from dents and blemishes	OK
		Brushes and seals are properly installed.	OK
32	Cab flooring	Properly installed, no bubbles are visible.	OK
33	Service door assembly	Installed properly.	OK
		Caulking and weather sealed properly installed	OK
		Lock is mounted and operate properly.	OK
34	Weather Door assembly	Properly installed; and operates properly.	OK
35	Cab interior	Free from rust, dents, and blemishes	OK
SECTION 8 - Visual Inspection of Electrical Assembly Interior			**OK / NC / NA**
36	Light fixtures	Light fixtures operate correctly.	OK
37	Light bulbs	Installed per engineering Spec.	OK
38	Diffusers	Placed inside TA with fully wrap.	OK
39	GFI plug (receptacle)	Operates correctly	OK
40	Telephone preparations for connection and assembly of a telephone	Installed in the left wall of the cabin.	Not Installed
41	CCTV camera monitor	Installed on left wall of cabin above CC1	OK
42	Operating Instruction placard/ UL labels	Installed on left wall of the cabin.	Not Installed
SECTION 9 – Visual inspection the of Primary Power (PP1) and Control Console (CC1)			**OK / NC / NA**
43	Control Console desktop and faceplate	The functions are clearly labeled on the control panel	OK
44	PP1 and CC1 wiring	All wires are neatly routed and secured.	OK
		Wires are identified with approved labels.	OK
		Labels are visible and match the wiring diagram.	OK
		Spare wires shall be numbered and labelled as SPARE.	OK
45	PP1 Door	Properly installed, open and close without issue.	OK
46	HIGH VOLTAGE / Electrical Warning signs	Installed per engineering Spec.	OK
SECTION 10 - Functional Inspection			**OK / NC / NA**
47	Operation and Functional Inspection	Completed per Engineering Inspection Protocol	OK
48	Control console cabinet (CC1)	Is secured. Interlocks are functional.	OK
49	Primary power cabinet (PP1)	Is secured. Interlocks are functional.	OK
50	Press LAMP TEST Button	All the panel lights are ON and the buzzer and siren sound audibly.	OK
51	Press and reset "EMERGENCY STOP" button on CC1	All output should be off, and no movements allowed. Auto lever Alarm Buzzer and CC1 Buzzer should be on.	OK
52	Tunnel lighting- three-way switches	Operates correctly	OK
53	Emergency lighting	Illuminates only when Main power is shut off.	OK
54	Red battery light for emergency lighting	Illuminates only when switch is off.	OK
55	HMI push button for Exterior Cab lights	Outside front of rotating cab light is on.	OK
56	HMI push button for Interior Cab Lights	Light above CC1 in on.	OK
57	Canopy Operation	Extends/ retracts fully; and stops on the limit	OK
		Canopy extended bridge will not move forward.	OK
58	Articulating Floor Operation	Raises and lowers; and maintains a level position.	OK
59	Auto leveler	Operate correctly.	OK

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PROJECT RELEASE AUTHORIZATION CHECKLIST	Sales Order # 750000090
	Item # 02

	Component to be Inspected	Comments	Status
60	Cab rotations	Cab rotates and stops on the limit with no issues.	OK
		Drive chain runs properly and has enough clearance from the nearby components.	OK
		Curtain is tight on both sides when cab is moved in both directions.	OK
61	Vertical Operation	The bridge raises up and lowers smoothly	OK
		Check for bounce or shudder.	OK
62	Service door (check in various positions)	The door stays closed with the bridge at the lowest height.	OK
		The door opens easily at the highest height.	OK
63	Wheel Bogie Rotations	Wheel rotates properly and stops on the limit.	OK
		Wheel guard system fully encompasses both wheels, and it stops movement of the PBB when it is contacted/activated by a person or obstruction.	OK
64	Tunnel extends and retract	The tunnel extends and retract without noise.	OK
		The tunnel Rollers support evenly.	OK
		The exterior of the inner tunnel does not rub the inner wall panels of the exterior tunnel.	OK
		The antismoke sealing seals well.	OK
		The gap on the left and the right side has the same width.	OK
		The ramp moves freely.	OK

SECTION 11 – Critical Safety Notification, Incomplete Work, & Short Parts

Critical Safety Warning – Please review the critical to safety items below and plan work accordingly

	Applicable Specification – Description	Comments, Delivery ETA, etc.	QTY

Items Shipped in PBB

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PROJECT RELEASE AUTHORIZATION CHECKLIST	***Sales Order #*** ***750000090***
	Item # ***02***

	Component to be Inspected	Comments	Status
	QOD Applicable? YES ☐ NO ☐	If yes, create QOD/FPR for the parts identified in Section 13. Email to the QOD-FPR Notification group at QOD-FPR-Notification-AIR-US@tkelevator.com	
SECTION 12 - Change Notices			
SECTION 13- Non-Conformance Reports			

NCR #	Discrepancy Reason	Description of Issue	

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PROJECT RELEASE AUTHORIZATION CHECKLIST	Sales Order # 750000090
	Item # 02

Component to be Inspected	Comments	Status

FAT Meeting status

- FAT documents to be provided by end of business tomorrow
- Submittals
  - Pending calculations will be submitted with revised information by end of business today
- Action items to follow up on
  - The interior lighting RFI appears to be accurate
  - Customer approves lighting as reviewed during FAT
- HPU
  - HPU mounting must be under the PBB not side mounted
    - Engineering to confirm the under mounting is on all PBB's if that is not the case we will discuss adjusting gate 1 fleet mix
- Under skins
  - Customer does not accept the finish as is
    - MFG to rework with caulking and paint to
    - MFG confirms the structural integrity of the PBB is not affected by the skin installation
- Warranty
  - To be verified by TK and provide by end of business tomorrow
- AUX equipment installation
  - TK to provide the AUX equipment layout
  - TK to provide the commissioning check list
- Rotunda
  - Rotunda is to be painted
    - Provide pictures to support upon completion

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From: Gonzalez, Lorena
Sent: jueves, 17 de agosto de 2023 11:35
To: Amanda Pfeiffer <AmandaP@gulfbuilding.com>; strickland-richard@monroecounty-fl.gov; Beckham, Tyler <tyler.beckham@tkelevator.com>; Bobadilla, Alonso <alonso.bobadilla@tkelevator.com>; Hoover, Brant <brant.hoover@tkelevator.com>; McCage, Carla <carla.mccage@tkelevator.com>; Blanco, Jaime <jaime.blanco@tkelevator.com>; Antonio Pinto <apinto@nv2agroup.com>; Martinez Chapa, Adrian <adrian.martinezchapa@tkelevator.com>
Cc: Moran, Eduardo <eduardo.moran@tkelevator.com>
Subject: 755/90 Key West FACTORY ACCEPTANCE TEST - MOM

All,

Please find below the minutes from yesterday´s FAT.

BR
Lorena

Key West FACTORY ACCEPTANCE TEST

miércoles, 16 de agosto de 2023
15:54

Notes

Pre FAT follow up notes

- Storage
  - TK submitted change order for $508k for storage in house
    - 50k in spares credit was granted
    - Agreed to $450k change order total to be revised and resubmitted by Friday of this week
    - Confirm in writing that insurance coverage will support any acts of God

- Training
  - TK to follow up and provide proposal for additional training and exact training being offered
    - Provide by Friday Aug 25th

- Maintenance
  - TK to have an internal meeting on August 17th for review
    - Proposal to be submitted by no later than Aug 25th

- Spares and Auto Docking
  - TK to provide the spares parts list and costing directly with Richard
    - To be provided by Aug 18th
    - Auto Docking to be reviewed as well tomorrow

- Pay App #1
  - Receipt of payment to site yesterday
    - TK to receive payment in the next week

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- Pay App #2
    - Reviewed during meeting to be submitted today prior to end of business
        - Value of 2.9M

- Bird Frit Approval
    - Original sample was lost by UPS
        - New samples were ordered and follow up with delivery date by next week

FAT Meeting status

- FAT documents to be provided by end of business tomorrow

- Submittals
    - Pending calculations will be submitted with revised information by end of business today

- Action items to follow up on
    - The interior lighting RFI appears to be accurate
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- HPU
    - HPU mounting must be under the PBB not side mounted
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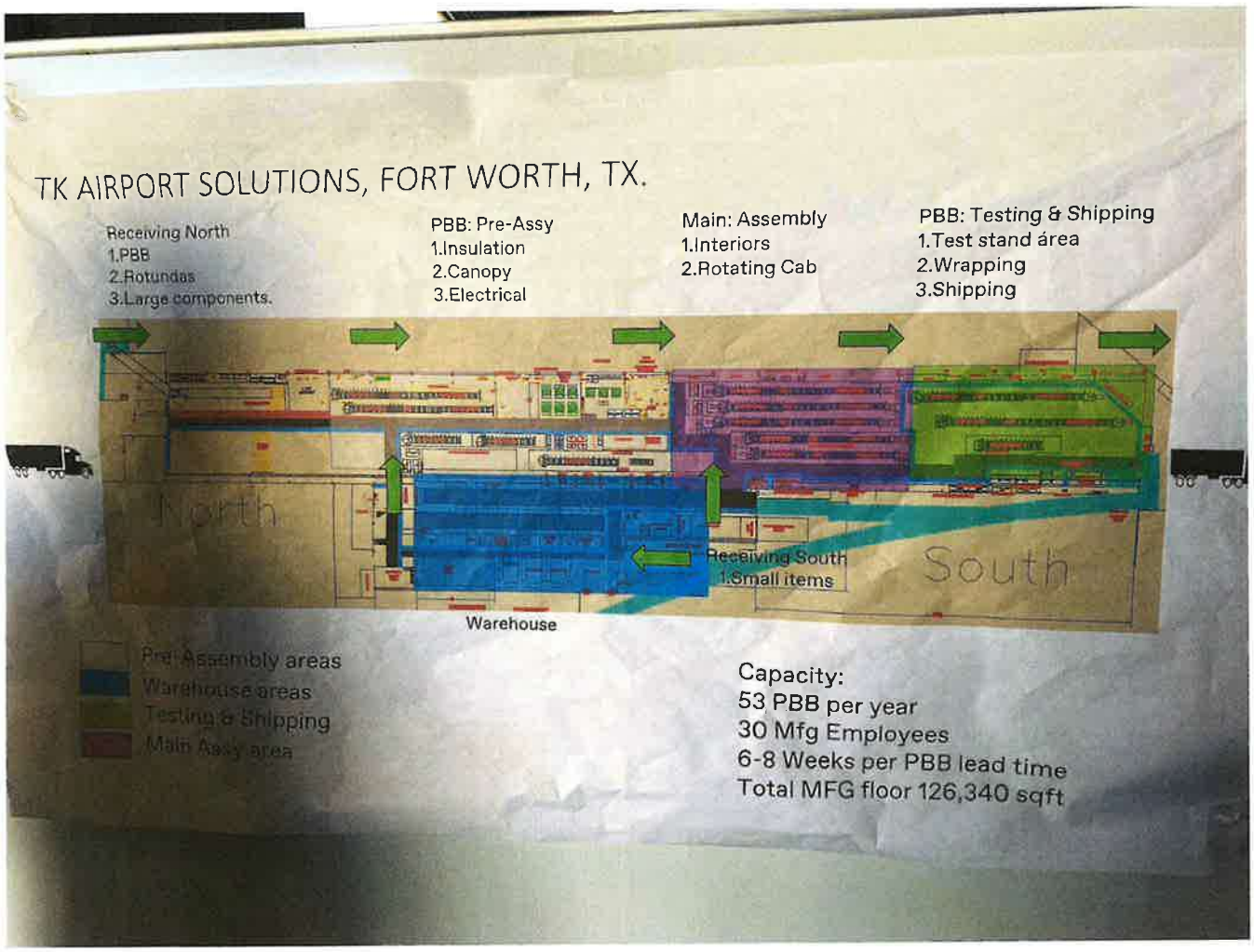









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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I5
2023-2115

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING:

Approval of updated Minimum Standards for Commercial Aeronautical Activities at the Key West International Airport to foster, encourage, promote and develop commercial aeronautical activities at the Airport.

ITEM BACKGROUND:
The Airport desires to have the BOCC adopt updated Minimum Standards for Commercial Aeronautical Activities at the Airport that promote safety and security in all airport activities, enhance the availability of high-quality aeronautical services for airport users, promote the orderly development of airport property for aeronautical activities, and provide a fair and reasonable opportunity to all on-airport commercial aeronautical operators to offer their services.

PREVIOUS RELEVANT BOCC ACTION:
On August 1, 1990 the BOCC adopted Resolution No. 374-1990 to revise the Minimum Standards for Commercial Aeronautical activities by Fixed Base Operators and Other Aeronautical Service Providers at Monroe County Airports.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

EYW Minimum Standards.pdf

FINANCIAL IMPACT:
N/A



Key West
International Airport

MONROE COUNTY

Minimum Standards for Commercial Aeronautical Activities

Effective Date

February 21, 2024

Richard Strickland
Airport Director

MINIMUM STANDARDS

TABLE OF CONTENTS

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SECTION 7.	SPECIALIZED AVIATION SERVICE OPERATOR (SASO)	30

SECTION 1. INTRODUCTION

Monroe County, Florida, as owner and operator of the Key West International Airport adopts through its Board of County Commissioners these Minimum Standards for Commercial Aeronautical Activities to foster, encourage, promote and develop Commercial Aeronautical Activities at the Airport, while:

A. Promoting safety and security in all Airport activities;

B. Enhancing the availability of high-quality aeronautical services for Airport users;

C. Promoting the orderly development of Airport property for Aeronautical Activities; and

D. Providing a fair and reasonable opportunity to all on-Airport Commercial Aeronautical Operators to offer their services.

Capitalized terms used in these Minimum Standards shall have the meanings assigned to them in Section 2 hereof. In promulgating these Minimum Standards, the County intends to provide Commercial Aeronautical Operators access to the Airport on fair and reasonable terms without granting any exclusive right and without unjustly discriminating against potential Commercial Aeronautical Operators seeking available Airport facilities to furnish Aeronautical Activities.

The Minimum Standards shall take effect upon their adoption by the BOCC and shall become binding upon any prospective or actual Commercial Aeronautical Operator that thereafter enters into, amends, or otherwise modifies its Agreement with the County or otherwise begins to conduct a Commercial Aeronautical Activity at the Airport. The Minimum Standards shall not a bind a Commercial Aeronautical Operator with respect to a Commercial Aeronautical Activity that the Commercial Aeronautical Operator conducts pursuant to an Agreement entered into with the County prior to the adoption of the Minimum Standards, unless such Agreement provides that the Commercial Aeronautical Operator shall be subject to new or amended minimum standards that the County might adopt after the Agreement's effective date.

All Commercial Aeronautical Operators subject to these Minimum Standards are also subject to any amendments or updates thereto that the County may adopt from time to time. Every Commercial Aeronautical Operator, regardless of the status of its Agreement with the County, must comply with the Rules and Regulations and with all Applicable Laws. No current or prospective Commercial Aeronautical Operator may inhibit the County from complying with the terms of any Applicable Law.

These Minimum Standards will be administered by the Airport Director or his or her designee.

SECTION 2. DEFINITIONS

2.1 Terms used in these Minimum Standards are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise. All other words not defined in these Minimum Standards will be construed in accordance with their definitions, if any, in the Rules and Regulations or given their common literal meaning.

A. **Aeronautical Activity** means any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Aeronautical Activities do *not* include any operation, commercial or otherwise, not directly related to the operation of Aircraft (*e.g.*, restaurant, hotel, rental car, newsstand, and other concessions, and taxi and limousine services).

B. **Agreement** means a written lease or other contract, enforceable under Applicable Law and executed by all parties thereto, between the Airport and a Commercial Aeronautical Operator that transfers a right or interest in land or Improvements or authorizes the conduct of an activity.

C. **Air Charter** means an operator licensed by the FAA to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the FAA. This term specifically includes, but is not limited to, operators certificated by the FAA under 14 C.F.R. Part 135 or regulated under 14 C.F.R. Part 380.

D. **Air Tour Service** means the provision of passenger-carrying tour flights operating pursuant to 14 C.F.R. § 91.147.

E. **Aircraft** means any contrivance designed, invented or used for powered or nonpowered flight in the air. For the purpose of this definition, Ultralights are not included.

F. **Airport** means Key West International Airport, including all of the areas, buildings, facilities, and improvements within the interior boundaries of that airport, as that airport now exists or may hereafter be modified.

G. **Airport Director** means the Director of Airports for the County. The term "Airport Director" also includes the Airport Director's designee except where the Minimum Standards expressly state otherwise or where context clearly indicates that the term applies only to the Airport Director individually.

H. **Applicable Laws** means all federal, state, and local laws, regulations, ordinances, orders, mandates, and other authorities, including but not limited to the regulations and guidance of the FAA or the Transportation Security Administration, that apply to the Airport or a given Airport user.

I. **Applicant** means a Person who submits an application to provide one or more Commercial Aeronautical Activities at the Airport.

J. **Avionics Sales and Service** means the repair, sale, or service of Aircraft avionics, radios, instruments, and other accessories, not to include airframe or powerplant maintenance.

K. **BOCC** means the Monroe County Board of County Commissioners.

L. **Commercial Aeronautical Activity** means an Aeronautical Activity conducted for compensation, hire, or other pecuniary gain, excluding air carrier operations regulated pursuant to 14 C.F.R. part 121 or otherwise subject to the preemptive effect of the federal Airline Deregulation Act.

M. **Commercial Aeronautical Operator (or CAO)** means a Person who offers one or more Commercial Aeronautical Activities. CAOs include Fixed Base Operators and Specialized Aviation Service Operators.

N. **Core Services** means those Aeronautical Activities that a Fixed Base Operator must provide to aeronautical users of the Airport, whether directly or through contract with a SASO. The Core Services are described in Section 6 of these Minimum Standards.

O. **County** means Monroe County, Florida, acting by and through the BOCC or the Airport Director.

P. **FAA** means the Federal Aviation Administration.

Q. **Fixed Base Operator (or FBO)** means a Commercial Aeronautical Operator granted the right by the County through an Agreement to provide Fuel Service on the Airport subject, without limitation, the terms and conditions of these Minimum Standards.

R. **Fuel Service** means the sale, handling, storage, dispensation, and transportation of Aircraft fuel, including but not limited to aviation gasoline and Jet A fuel; provided, that Fuel Service shall not include (a) the handling, storage, dispensation or transportation of fuel by an Aircraft operator exercising such operator's federal right to self-fueling or (b) the delivery of Aircraft fuel by a supplier not based on the Airport to a Fixed Base Operator.

S. **Governmental Entity** means each and every governmental authority, quasi-governmental or department, agency, bureau, department or other entity or instrumentality having or claiming jurisdiction over the Airport, including the federal government of the United States, the Florida state government, the County, the City of Key West, and any subdivisions and municipalities thereof, and all other applicable governmental authorities and subdivisions thereof.

T. **Improvement** means one of the buildings, structures, additions, or facilities, including but not limited to pavement, fencing, and landscaping, constructed, installed, or placed on, under, or above any land on the Airport.

U. **Miscellaneous Activity** means a Commercial Aeronautical Activity that, due to its infrequency at the Airport or for other reasons, does not reasonably permit or justify the establishment of specific minimum standards.

V. **Minimum Standards** means these Minimum Standards for Commercial Aeronautical Activities as supplemented or amended from time to time.

W. **Package Service** means a Commercial Aeronautical Activity in which the CAO transports mail and packages between an Aircraft at the Airport and a point outside the Airport, whether directly or through one or more intermediate stop(s) at facilities, or other Aircraft, on the Airport.

X. **Person** means any individual, firm, partnership, corporation, company, limited liability company, association, joint stock association, Governmental Entity or body politic, including any such entity's trustee, receiver, committee, assignee, employee or other representative.

Y. **Public Service Hours** means, with respect to the Airport or a particular Commercial Aeronautical Operator, the hours during which the Airport or that Commercial Aeronautical Operator, respectively, is open to the public.

Z. **Rules and Regulations** means the Rules and Regulations for the Airport, as adopted by the County and as they may be amended from time to time.

AA. **Specialized Aviation Service Operator (or SASO)** means a Commercial Aeronautical Operator that offers one or more Aeronautical Activities but does not provide Fuel Service.

BB. **Statement of Interest** means a written statement from an Applicant to the Airport Director that satisfies the provisions of subsection 4.2 of the Minimum Standards.

CC. **Through-the-Fence (or TTF) Operation** means the movement of an Aircraft by ground across the fence line of the Airport or the provision of a Commercial Aeronautical Activity by a Person who does not lease space on the Airport or hold an agreement with an FBO or SASO to provide such services within that FBO's or SASO's on-Airport facilities.

DD. **Ultralight** means a vehicle that meets the definition of "ultralight vehicle" set forth in 14 C.F.R. 103.1.

EE. **Variance** means a conditional grant of a modification to one or more requirements of the Minimum Standards, for only a temporary period, to address unique facts or hardships.

FF. **Waiver** means the conditional grant of a complete or partial exemption from one or more requirements of the Minimum Standards.

SECTION 3. GENERAL POLICIES

3.1 General.

A. These Minimum Standards are adopted by the Board of County Commissioners of Monroe County, Florida.

B. No Person may conduct a Commercial Aeronautical Activity on the Airport without (a) first entering into an Agreement that expressly authorizes such Person to do so and (b) continuously abiding by the Minimum Standards, Rules and Regulations and all Applicable Laws.

C. In addition to the Minimum Standards, all Persons on or using the Airport are subject to all applicable provisions of Applicable Law and the Rules and Regulations.

D. The privilege of using the Airport, including but not limited to any of the facilities or Improvements thereon, is subject to the Airport user's assumption of full responsibility and risk for any such use. The County reserves the right to assert immunity from liability in connection with its operation of the Airport, including but not limited to assertion of sovereign immunity, and to assert any other defenses available to it under Applicable Law.

E. These Minimum Standards cancel and supersede all minimum standards governing the use of the Airport adopted prior to the effective date of these Minimum Standards.

F. The invalidation of any particular minimum standard or other requirement, term, or condition of these Minimum Standards shall not impair the validity of the remainder of the Minimum Standards.

G. Except as provided in the Minimum Standards, an Agreement, a Policy, Standard Procedure, or Operative Directive issued by the Airport Director, or a requirement of the Federal Aviation Administration, the standards and requirements of the Minimum Standards set forth herein are minimums, which a Commercial Aeronautical Operator may exceed.

3.2 Application of the Minimum Standards.

A. The Minimum Standards are effective upon adoption by the County and shall apply to:

1. Any new Agreement entered into after the effective date of these Minimum Standards;

2. Any Agreement in force on the effective date of these Minimum Standards, to the fullest extent permissible under the terms and conditions of such Agreement;

3. Any amendment to an existing Agreement entered into after the effective date of these Minimum Standards;

4. Any Commercial Aeronautical Operator not subject to an Agreement, except as provided in subsection 3.2(C); and

5. The County in any instance in which the County elects to provide a Commercial Aeronautical Activity on the Airport, except when the County invokes, expressly or by its actions, its proprietary exclusive right to be the sole provider of an aeronautical service at the Airport.

B. The BOCC may amend the Minimum Standards from time to time in its sole discretion, and such amended Minimum Standards shall apply to the same extent as the Minimum Standards prior to such amendment.

C. The Minimum Standards shall *not* apply to the following Persons:

1. A flight instructor occasionally accessing the Airport for the limited purpose of picking up or dropping off a student pilot, or conducting flight training, in an Aircraft that is not based at the Airport, unless, in the Airport Director's reasonable judgment, the flight instructor is making regular or frequent use of the Airport;

2. An FAA-designated pilot examiner providing a check ride;

3. An Aircraft manufacturer, Aircraft parts provider, or Aircraft maintenance provider, only to the extent that such manufacturer or provider is providing service or parts at the specific request of an Aircraft owner or operator pursuant to a bona fide emergency request or to a "rapid response" or similar program to provide service or maintenance at a remote location; and

4. Self-servicing or self-fueling by an Airport tenant to the extent permitted by the Rules and Regulations.

3.3 Prohibited Activities.

A. Through-the-Fence Operations.

Except as may be expressly provided by the County and authorized by the FAA, Through-the-Fence Operations are expressly forbidden. Through-the-Fence Operations can adversely affect the ability of the Airport to sustain itself financially, can cause unfair competitive injury to on-Airport CAOs, and can undermine the County's control over the Airport.

B. Cross-Ownership.

Each CAO must promptly inform the County if it holds or controls, directly or indirectly, any ownership, voting, management, or debt interest (actual or

contingent) in any other on-Airport CAO. Consistent with the County's obligation to avoid granting exclusive rights, no CAO may hold or control any of the aforementioned interests in more than one on-Airport CAO absent the prior express written consent of the County.

C. Subleasing Non-Commercial Space.

No Person may conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for non-commercial use.

D. Fuel Service by non-FBOs.

Only those Persons meeting all of the Minimum Standards' requirements to operate as an FBO may provide Fuel Service on the Airport, except that the Airport Director may authorize air carriers operating at the Airport to establish a fuel consortium solely for the handling, transportation, and dispensation of fuel.

3.4 Waivers and Variances.

A. Overview.

1. As a general matter, the County expects all CAOs to comply fully with the Minimum Standards. The County recognizes that there may sometimes only be one CAO that is willing and able to provide a certain Commercial Aeronautical Activity at the Airport that would benefit the Airport's aeronautical users. In the unusual circumstance that such a CAO cannot practicably provide such Commercial Aeronautical Activity in strict compliance with all of the Minimum Standards, the County may determine that the benefit to the Airport and its aeronautical users of obtaining such service justifies a Waiver or Variance of the Minimum Standards. The intent of a Waiver or Variance is to make feasible a beneficial Commercial Aeronautical Activity at the Airport when the County reasonably determines that a CAO would not, in the reasonably near future, provide such Commercial Aeronautical Activity without the Waiver or Variance.

2. In no event shall the County permit one CAO to exercise or benefit from a Waiver or Variance that is not provided to a similarly situated CAO, or where such a Waiver or Variance would have the effect of creating an impermissible exclusive right or causing unjust discrimination among CAOs. As such, the County reserves the right to revise or rescind any Waiver or Variance, including but not limited to situations in which a second CAO offers to provide a Commercial Aeronautical Activity at the Airport without requiring the Waiver or Variance.

B. Waiver.

1. The County may issue a Waiver for all or any portion of the Minimum Standards for the benefit of any Governmental Entity providing public or

emergency services, including but not limited to law enforcement, disaster relief, search and rescue, fire management, and firefighting.

2. In other instances, the County may approve a Waiver upon finding that all of the following conditions are satisfied:

   a. The CAO seeking the Waiver will be the only CAO on the Airport providing a particular product, service, or facility as of the effective date of its Agreement;

   b. The Waiver is necessary to alleviate the CAO's financial burden of initiating or expanding the provision of the Commercial Aeronautical Activity subject to the Waiver; and

   c. The Waiver will not materially undermine the CAO's provision of high-quality products, services, and facilities to Airport users.

3. Under extraordinary circumstances, the County may grant a Waiver to a CAO that cannot satisfy either paragraph 3.4(A)(1) or 3.4(A)(2), provided that the County determine that such a Waiver:

   a. Is in the interest of Airport users generally;

   b. Does not create an impermissible exclusive right; and

   c. Is otherwise fair and equitable, and not unjustly discriminatory, to any other CAO on the Airport.

4. The County may revoke a Waiver if it reasonably determines that:

   a. The continued grant of such Waiver poses a substantial risk of giving rise to an exclusive right or of unjustly discriminating against any CAO; or

   b. Another CAO proposes to provide the Commercial Aeronautical Activity subject to the Waiver without requiring such Waiver.

C. Variance.

1. The County may approve a Variance of the Minimum Standards upon finding that each of the following conditions is satisfied:

   a. An extraordinary circumstance exists that makes the application of the Minimum Standards unduly burdensome to the subject Commercial Aeronautical Operator(s);

   b. The Variance is narrowly tailored to address that extraordinary circumstance;

c. The CAO seeking the variance has agreed to come into full compliance with the Minimum Standards within a specific, reasonable timeframe set and enforceable by the County;

d. The Variance will not grant the CAO requesting it an unjustly discriminatory competitive advantage over any other on-Airport CAO; and

e. The County finds that the Variance will not materially adversely affect the CAO's provision of high-quality products, services, and facilities to Airport users.

2. The County may revoke a Variance if it reasonably determines that:

a. The continued grant of such Variance poses a substantial risk of giving rise to an exclusive right or of unjustly discriminating against any CAO; or

b. Another CAO proposes to provide the Commercial Aeronautical Activity subject to the Variance without requiring such Variance.

D. Limitations on Waivers and Variances.

Any Waiver or Variance approved by the County:

1. Shall apply only to the specific Commercial Aeronautical Operator requesting it;

2. Shall have no precedential effect on the grant of a Waiver or Variance under circumstances that may arise under other circumstances at the Airport; and

3. Shall create no right for the Commercial Aeronautical Operator receiving the Waiver or Variance to extend the duration or expand the scope of such Waiver or Variance or to receive any other Waiver or Variance in the future.

E. Additive and Conflicting Standards.

1. Except as otherwise expressly stated in the Minimum Standards, each CAO must meet all of the requirements of the Minimum Standards that apply to each Commercial Aeronautical Activity that CAO conducts.

2. In the event that a CAO is subject to conflicting requirements under the Minimum Standards, the CAO must satisfy the highest or most demanding such requirement, as the Airport Director may determine in his or her reasonable discretion.

3. If a requirement of the Minimum Standards conflicts with a term of a CAO's Agreement, such term in the Agreement shall govern, provided that, subject

to subsection 3.1, no Agreement may apply a standard less stringent than a comparable requirement in the Minimum Standards unless the County has granted a Waiver or Variance or an accommodation pursuant to subsections 3.4(B) or (C).

F. Accommodations.

1. The County may, in its reasonable discretion, permit a CAO conducting multiple Commercial Aeronautical Activities to satisfy a requirement that is less stringent than the sum of the requirements of these Minimum Standards that are generally applicable to each Commercial Aeronautical Activity that the CAO wishes to offer, provided that the County finds that such less-stringent requirement:

   a. Will not materially adversely affect the CAO's provision of high-quality products, services, and facilities to Airport users; and

   b. Will not grant the CAO requesting it an unjustly discriminatory competitive advantage over any other on-Airport CAO.

2. No accommodation granted pursuant to this subsection 3.4(F) shall constitute either a Waiver or a Variance.

SECTION 4. APPLICATIONS FOR AGREEMENTS

4.1 General.

A. Except as provided by paragraph 7.12(A) below, any Person wishing to offer a Commercial Aeronautical Activity on the Airport shall first enter into an Agreement with the County to do so. This Section 4 states the general requirements to obtain such an Agreement.

B. To obtain an Agreement, a Person must first submit an application to the Airport Director. If such Person is a corporation or other organization, the application shall be signed and submitted by an individual who owns an interest in that corporation or organization, is designated to manage the CAO should the County approve the application, is a partner in the organization if such entity is a partnership, or serves as an officer, director, member, or principal of the applicant organization.

C. If the Airport Director determines that the application is complete, then the Airport Director shall present the application to the BOCC, which shall have authority and discretion to approve or deny the application, subject to Applicable Law and the requirements of the Minimum Standards.

D. A CAO operating on the Airport as of the date of adoption of these Minimum Standards is not required to submit a Statement of Interest or an application to the County to provide Commercial Aeronautical Activities it currently offers on the Airport, provided that:

1. The CAO shall submit an application in order to provide any additional Commercial Aeronautical Activities not being provided before the adoption of these Minimum Standards; and

2. A CAO providing a Commercial Aeronautical Activity without an Agreement must promptly obtain an Agreement and may be barred from the Airport until it enters into an Agreement with the County.

4.2 Statement of Interest.

The County will not accept an application to provide a Commercial Aeronautical Activity until the Applicant submits a Statement of Interest in writing to the Airport Director that provides:

A. A general description of the nature and scope of the Commercial Aeronautical Activity(ies) proposed to be provided by the Applicant, including the general area of the Airport in which the Applicant proposes to conduct such Commercial Aeronautical Activity(ies); and

B. The names of both the Applicant and its principal(s) and their physical and email addresses and telephone numbers.

4.3 Procurement Invitation.

Following receipt of a Statement of Interest, or upon its own initiative, the County may issue a request for proposals or qualifications to provide a Commercial Aeronautical Activity or otherwise select a CAO to provide such Commercial Aeronautical Activity through an open and competitive process. Subject to Applicable Law, in the interest of promoting competition and avoiding the risk of granting an exclusive right, the County may, in its discretion, prohibit an existing CAO on the Airport from applying to provide any additional Commercial Aeronautical Activity.

4.4 Application.

Each application to provide a Commercial Aeronautical Activity on the Airport shall be in the form prescribed by the Airport Director. Such application shall include the following information, provided that the Airport Director may require alternative or additional information:

A. The names of the Applicant and all of its principals, if any, and the physical and email addresses and telephone number of the Applicant or a principal point of contact;

B. A comprehensive description of the scope of the Commercial Aeronautical Activity(ies) proposed to be provided by the Applicant;

C. The date on which the Applicant proposes to commence the proposed Commercial Aeronautical Activity(ies);

D. A map or diagram, to scale, depicting:

1. The size, location, and specifications of any building(s) or other Improvements that the Applicant proposes to construct or lease on the Airport;

2. The estimated cost of (a) constructing or leasing and (b) furnishing and equipping such building(s) or Improvements; and

3. The Applicant's proposed method of financing such construction or leasing and furnishing.

E. With respect to the real property on the Airport that the Applicant seeks to lease from the County or to sublease from another Airport tenant, the name of the Person who currently leases such property, if known;

F. The name(s) and qualifications of the key personnel whom the Applicant proposes to operate the CAO, including but not necessarily limited to the president or general manager and any employee of the CAO acting in a lead or supervisory capacity;

G. A statement of past experience related to the Commercial Aeronautical Activity(ies) that the Applicant proposes to provide on the Airport. Without limitation, that statement must list the name, telephone number, and email address of the principal of, or official point of contact for, each airport proprietor, employer, and business partner at or with whom each of the Applicant's principals worked, and for each landlord from whom any of the Applicant's principals leased space, with respect to the general kind or class of Commercial Aeronautical Activity(ies) that the Applicant proposes to provide on the Airport. By listing such persons, the Applicant affirmatively authorizes the Airport Director to contact such persons;

H. Copies of all certifications and authorizations from the FAA or another Governmental Entity necessary to perform the proposed Commercial Aeronautical Activity(ies) in accordance with Applicable Law, or demonstration, satisfactory to the County, that the Applicant can obtain such certifications or authorizations reasonably promptly;

I. The specific types and amounts of insurance that the Applicant proposes to obtain for its proposed Commercial Aeronautical Activity(ies), provided that such insurance must satisfy the requirements of the Minimum Standards;

J. Names and financial statements, satisfactory to the County, of the Applicant and of any proposed guarantor(s) of the Agreement for the previous five (5) years;

K. Identification of any bankruptcies that the Applicant or any of its principals have entered into or been subject to within the previous seven (7) years;

L. Copies of any proposed safety and emergency response plans that may be required by the County's form operating agreement for the proposed Commercial Aeronautical Activity(ies);

M. Disclosure whether the Applicant or any Person holding or controlling, directly or indirectly, any ownership, voting, management, or debt interest (actual or contingent) therein holds any ownership, voting, management or debt interest (actual or contingent) in any other Applicant or existing on-Airport CAO; and

N. If the Applicant proposes to conduct any construction on the Airport:

1. A certification that the Applicant has submitted FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, as the FAA may amend or supersede such form, if FAA regulation or policy requires the Applicant to submit such form;

2. A copy of such submitted Form 7460-1, as amended, if any, and a copy of any determination that the FAA has made with respect to such submission; and

3. A certification that the Applicant will comply with any such FAA determination.

4.5 Additional Information.

In addition to the materials required of an Applicant under subsection 4.4, the County may further require an Applicant to submit, as part of its application:

A. A current financial statement for the Applicant's principal(s);

B. A current credit report for the Applicant or its principal(s); and

C. A written authorization to the FAA and all aviation or aeronautical agencies of all states in which the Applicant or its principal(s) have conducted Commercial Aeronautical Activities to supply the County with all information in their files related to the Applicant or its principals to the maximum extent permissible under Applicable Law. The Applicant shall further execute any forms, releases, or discharges that the FAA or any such state agency may require to release the requested information to the County.

4.6 The County may, upon review of the materials provided by the Applicant pursuant to subsections 4.4 and 4.5, require the Applicant to supplement such materials if the County reasonably deems such supplementary information necessary to responsibly evaluate the application.

4.7 Review of Application.

A. The County shall not act on an application to provide a Commercial Aeronautical Activity until it has received all of the materials required under subsection 4.4 and any materials it has requested pursuant to subsections 4.5 and 4.6.

B. To obtain an Agreement, an Applicant must satisfy the County that such Applicant has:

1. The managerial, technical, and operational competence and experience to perform its proposed Commercial Aeronautical Activity(ies) in a safe, high-quality, and legally compliant manner;

2. The financial responsibility and technical ability to provide the facilities and Commercial Aeronautical Activities proposed without requiring financial or technical assistance from the County, and to meet its obligations to the County; and

3. The capability to consistently provide its proposed Commercial Aeronautical Activity(ies) in a manner that serves the best interest of the Airport's aeronautical users generally.

C. In evaluating whether an Applicant satisfies the criteria of subsection 4.7(B), the County may consider the contents of the application, and any additional, reliable information that the County may obtain with respect to the Applicant or its principal(s), to assess the following factors to determine whether:

1. **Safety and Efficiency.** The Applicant's proposed operations or construction would impair the safe and efficient operation of the Airport.

2. **Competence and Experience.** The Applicant has the competence, qualifications and experience to provide the proposed Commercial Aeronautical Activity(ies) in a consistently reliable manner.

3. **County Expenditure.** Granting the application would foreseeably require the County to expend Airport revenue or other public funds, or to supply labor or materials in relation to the Applicant's proposed construction or Commercial Aeronautical Activity.

4. **Availability.** The Airport has available space that is appropriate and adequate to accommodate the Applicant's proposed Commercial Aeronautical Activity(ies) or construction work at the time the Applicant proposes or could foreseeably commence such Commercial Aeronautical Activity(ies) or work.

5. **Compliance with Airport Layout Plan or Airport Master Plan.** The Applicant's proposed Commercial Aeronautical Activity(ies) or construction are consistent with the airport layout plan or airport master plan for the Airport.

6. **Misrepresentation.** The Applicant or any Person submitting an application to provide Commercial Aeronautical Activity(ies) on its behalf has, intentionally or unintentionally, misrepresented or failed to disclose any material fact in that application or in the documents in support thereof.

7. **History of Violations.** The Applicant or any of its principal(s) has a record of violating the minimum standards or rules and regulations of the Airport or of any other airport.

8. **Lack of Authority.** The Applicant lacks any authorization, certification, license, or permit required by the FAA or by another Governmental Entity to conduct any of the Commercial Aeronautical Activities, other business operations, construction, or development that it proposes to conduct in its application, and the Applicant fails to satisfy the County that it will obtain all such authorizations, certifications, licenses and permits prior to its proposed commencement of such Commercial Aeronautical Activities, operations, construction, or development.

9. **Defaulted Performance.** The Applicant, any of its principal(s), or any of its guarantor(s) has defaulted in the performance of any Agreement with the County or at another airport.

10. **Lack of Finances.** The Applicant does not appear to have, or have access to, the finances necessary to conduct its proposed Commercial Aeronautical Activities, development, or construction for a period of at least six month.

11. **Undue Risk.** The Applicant or any of its principal(s) has been convicted of any crime, has charges pending for any crime, or is the subject of any court order, and the County reasonably believes that such conviction, pending charges, or court order indicate that the Applicant or principal(s) poses an undue safety, security, financial, or compliance risk to the County, the Airport, or Airport tenants or users.

12. **FAA Determination.** The FAA has determined that any construction or development proposed by the Applicant on or about the Airport would constitute an obstruction or hazard to air navigation.

13. **County's Obligations.** Approving the application would foreseeably place the County in violation of any of Applicable Law.

SECTION 5. GENERAL REQUIREMENTS

5.1 Introduction.

The following requirements are applicable to all Commercial Aeronautical Operators engaged in any Commercial Aeronautical Activity at the Airport. Additional requirements specific to FBOs and SASOs are set forth in Section 6 and Section 7, respectively.

5.2 Agreement.

A. A CAO must obtain an Agreement prior to providing any Commercial Aeronautical Activity on the Airport. Upon approving an Applicant's application to provide a Commercial Aeronautical Activity(ies), the County shall prepare an Agreement that sets forth the terms and conditions under which the Applicant may conduct such Commercial Aeronautical Activity(ies).

B. The Agreement shall state the terms and conditions under which the Commercial Aeronautical Operator shall be permitted to do business on the Airport, including but not limited to the term of the Agreement, the applicable rentals, fees or charges, the rights, privileges, and obligations of the respective parties to the Agreement, and other relevant provisions.

C. The County may set the term of an Agreement based upon, among other factors, the degree of investment that the CAO proposes to make in its operations and in facilities on the Airport, the remaining value of any Improvements that the CAO will lease pursuant to and through the term of the Agreement, and any applicable requirements of Applicable Law.

D. Each Agreement shall require the CAO to indemnify, hold harmless, and defend the County for claims arising from its Commercial Aeronautical Activity(ies) and other actions on or relating to the Airport, its performance or non-performance of the Agreement, or the acts or omissions of itself (including its principals, agents, representatives, assigns, contractors, successors, and other associated parties) or its invitees.

E. Each Agreement shall incorporate the Minimum Standards and Rules and Regulations by reference.

F. Each Agreement shall include:

1. All provisions required by the FAA as a condition of the County's eligibility to receive federal grant funds; and

2. A provision subordinating such Agreement to the County's federal obligations, including the conditions of any grant agreement between the County and the United States relative to the operation of the Airport.

G. Title to any Improvements leased or constructed by a CAO shall vest in the County upon expiration or termination of that CAO's Agreement, unless the Agreement expressly states otherwise.

5.3 Security for Payment.

A. Each CAO entering into an Agreement shall provide the County, on or before the effective date of the Agreement, an irrevocable letter of credit, acceptable to County, in an amount equal to the estimate of three months' rent, fees, and charges payable by the CAO under the Agreement. Such letter of credit shall guarantee the faithful performance by the CAO of its obligations under the Agreement and the payment of all rent, fees, tax assessments, and charges due under the Agreement ("Payment Security"). Except as provided in the following sentence, the CAO shall be obligated to maintain such Payment Security at all times during the Agreement term. Any release of the CAO's obligation to the letter of credit is conditioned on the satisfactory performance of all terms, conditions, and covenants contained in the Agreement for no less than 4 years.

B. In the event that the County reasonably determines that it must draw down or collect against the CAO's Payment Security for any reason, the CAO will, within fifteen (15) days after such drawdown or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated rent, fees, and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated rent, fees, and charges payable to the County by the CAO under the Agreement.

5.4 Termination of Agreement.

The grounds upon which the County may terminate an Agreement shall include, without limitation, the CAO's:

A. Failure to remain current in the payment of all rents, fees, charges, pass-through-expenses, and other sums due and owing to the County, or, if permitted by the County, to pay any such sum that is late or delinquent, and any interest or late fees required by the County, within the period set by the Agreement or otherwise authorized in writing by the County;

B. Failure to remain in compliance with the Minimum Standards or the Rules and Regulations, subject to any applicable cure periods specified in the Agreement or in the Rules and Regulations; or

C. Breach of any other material term or condition of the Agreement and failure to remedy such breach in the manner and timeframe for which the Agreement permits such a remedy, if any.

5.5 Airport Use Fees.

Each CAO shall timely pay any applicable fees, rates, or charges specified, expressly or by reference, in its Agreement for use of the Airport.

5.6 Insurance.

A. Each CAO shall procure and maintain, at its sole expense, insurance of the types and in the minimum limits determined by the County for each type of Commercial Aeronautical Activity that the CAO offers. Except as may otherwise be provided in the CAO's Agreement, a list of such insurance requirements and minimum limits is appended to, and incorporated into, the Minimum Standards as Appendix A.

B. The County reserves the right to adjust such insurance limits from time to time as it reasonably deems appropriate, provided that required insurance shall be available on reasonable commercial terms in the Airport's regional insurance market to CAOs that provide the pertinent Commercial Aeronautical Activity and pose an ordinary risk profile for CAOs providing such Commercial Aeronautical Activity.

C. Each year, the CAO will deliver, or cause to be delivered, to the Airport copies of all certificates of insurance, in form and from an insurer licensed to do business in the State of Florida and satisfactory to the Airport, that it has obtained in relation to its Commercial Aeronautical Activities and other operations on the Airport. Such certificates must be valid, must name the County as an additional insured (except with respect to worker's compensation), and must be signed by an authorized representative of the insurer.

D. In requiring each CAO to obtain insurance, the County in no way:

1. Assumes any liability for injury or damage occurring on or in connection with the Airport;

2. Represents or guarantees that such insurance coverage is adequate to protect the CAO's interests or liabilities, or to cover any claim that might arise; or

3. Prohibits the CAO from obtaining greater insurance coverage than the Minimum Standards or Agreement require, and any insurance coverage carried by CAO in excess of these requirements shall nevertheless name the County as an additional insured.

5.7 Fee Disclosure.

Each CAO shall publicly disclose, in a readily accessible manner, any and all rents, fees, prices, and charges that it assesses Airport Users to use its services, which shall be reasonable and not unjustly discriminatory.

5.8 Compliance with Applicable Laws.

A. Notwithstanding any other provision of the Minimum Standards or any Agreement, each CAO must comply with all Applicable Laws, and other requirements applicable to their operations, including but not limited to:

1. All applicable FAA regulations, orders, and directives;

2. All applicable regulations, orders and directives of the Transportation Security Administration, as each may be amended from time to time;

3. All applicable environmental laws;

4. The lawful orders and directions of law-enforcement officers; and

5. The County's policies and orders pursuant to its Airport Security Program and Safety Management System.

B. Each CAO must ensure that its employees, vendors, contractors, agents, and invitees also comply with the requirements summarized in subsection 5.8(A).

5.9 Compliance with Licenses, Permits, Certifications, and Ratings.

The CAO will procure and maintain, during the term of the Agreement and during any other period during which it conducts any Commercial Aeronautical Activity(ies), permitted or otherwise, on the Airport, all licenses, permits and other similar authorizations applicable to the CAO that the Airport Director or any Governmental Entity may require the CAO to procure and maintain in order to provide its Commercial Aeronautical Activity(ies).

5.10 Facilities, Maintenance, and Equipment.

A. Except as otherwise expressly stated in the Minimum Standards, each CAO shall lease from the County, or enter into a written sublease or other agreement with another on-Airport CAO for the use of, an area or facility at the Airport of adequate and appropriate size, shape, and location to safely, efficiently, and professionally provide the CAO's Commercial Aeronautical Activity(ies) on the Airport.

B. Each CAO shall ensure that all of the structures it constructs, develops, or leases meet applicable building and fire codes and are consistent with both the Airport Layout Plan and the requirements of 14 C.F.R. Part 77.

C. Except as provided in the Minimum Standards or the CAO's Agreement, each CAO is responsible for all maintenance, repair, and replacement of the Airport facilities that it is authorized to use unless another CAO has assumed responsibility for such maintenance, repair, or replacement.

D. Unless the CAO's Agreement provides otherwise:

1. The County shall be responsible for structural and external repairs (except for repairs to windows and hangar doors) of County-owned Airport

facilities; all other maintenance of facilities on the Airport, including repair of windows and hangar doors at County-owned Airport facilities, shall be the responsibility of the CAO leasing such facility.

2. Each CAO shall be responsible for trash removal, sewage, grass-mowing, landscape maintenance (including weed removal), wildlife control, utility-line maintenance, and pavement maintenance within such CAO's leased premises on the Airport, including the set-back areas around the CAO's leased or used structures.

3. Each CAO shall be responsible for all utilities and utility-connection requirements, permits, and payments necessary for the operation of, or in support of, the CAO's operations.

4. No CAO may pile or store crates, boxes, barrels, containers, refuse, or surplus property on its leased or used premises or elsewhere on the Airport.

5. Each CAO shall maintain all of its leased premises on the Airport in a clean and sanitary condition and, at the expiration of the term of its Agreement, shall return said premises to the County in that condition, reasonable wear and tear excepted.

6. Each CAO shall ensure the safe and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials utilized in its Commercial Aeronautical Activity(ies), including but not limited to used oil, solvents, lavatory-cart contents, and other waste.

E. Neither a CAO nor any of its contractors may undertake construction until:

1. It submits detailed plans and specifications of such architectural designs and construction to the County and the County approves them; and

2. It submits all municipal and County permits required by Applicable Law or by the Agreement to the County for review.

F. All vehicles operating at the Airport and operators thereof, including any operated by a CAO or its contractor(s), shall obtain the permits required under the Rules and Regulations and shall comply with all applicable federal training requirements, FAA and TSA requirements, and provisions of the Rules and Regulations governing vehicles and traffic.

5.11 Parking.

Each CAO must ensure that it has a sufficient number of motor vehicle parking spaces available and readily accessible to accommodate those of its personnel and customers who desire to park at the Airport. A CAO may ensure such availability and accessibility by leasing parking spaces directly from the County, if any are available, from another CAO, with the County's prior written approval, or by other means. Due to the Airport's

geography, parking at the Airport is constrained, so it is imperative that each CAO ensure sufficient parking for its personnel and customers.

5.12 Personnel.

A. Each CAO shall provide a list of contacts to the Airport Director, including at least one telephone number through which the Airport Director may reach a manager or owner of the CAO. For FBOs and CAOs that provide airframe or powerplant maintenance (see Section 7.7) or ground handling (see Section 7.9), such CAO or owner must be reachable by that telephone number 24 hours per day, seven days a week. For all other CAOs, such manager or owner must be reachable by that telephone number between 8:00 a.m. and 6:00 p.m., Airport local time, Monday through Friday, as well as any other time during which the CAO is open for business. Each CAO shall update such list whenever any change occurs to the contacts contained within it.

B. Each CAO is responsible for the conduct and demeanor of its personnel, agents, subcontractors, and subtenants.

5.13 Notice and Reporting.

A. Each CAO shall keep current, in good standing, and available for inspection by the County all permits, licenses, certifications and ratings that the CAO, its employees, or its contractors are required to maintain by any Governmental Entity to conduct the CAO's Commercial Aeronautical Activities.

B. Each CAO shall submit to the Airport Director a certificate of insurance for any Aircraft the CAO brings onto the Airport to conduct any Commercial Aeronautical Activity. The CAO shall submit to the Airport Director all such certificates of insurance for an Aircraft within forty-eight (48) hours after bringing such Aircraft onto the Airport. This paragraph shall not apply to a flight instructor bringing a particular student's Aircraft onto the Airport solely for the purpose of providing flight instruction to that student, provided that the flight instructor removes the Aircraft from the Airport following each lesson.

5.14 Subcontracting, Subleasing and Assignment.

A. No CAO may sublease, assign, or subcontract any of its Commercial Aeronautical Activities on the Airport, or any Agreement pertaining thereto, except as provided herein or without the County's prior written approval to do so.

B. No CAO may subcontract all or substantially all of its Commercial Aeronautical Activities on the Airport absent extraordinary circumstances and prior written approval from the County. This paragraph does not apply to a CAO's contractual relationship with individual independent contractors or temporary employees of the CAO.

C. A CAO may sublease space to another CAO to perform one or more Commercial Aeronautical Activities, provided that the sublessor CAO must first obtain the express written consent of the County to sublease, which consent the County may grant or withhold in its sole discretion. As a condition of granting such consent, the County may require that, at a minimum, the appropriate CAO(s) or its sublessee(s), as applicable, satisfy the following conditions:

1. Each sublessee enters into an Agreement with the County;

2. The sublessor CAO carries insurance for its sublessee or provides a certificate of insurance which shows the sublessee and the County as additional insured, in amounts commensurate with the activities conducted by the sublessee and compliant with all applicable insurance requirements specified in the Minimum Standards; and

3. No Person may conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.

D. The County may, in its sole discretion, provide express written consent for a CAO to assign its rights under an Agreement, subject to the Rules and Regulations and to these Minimum Standards. Prior to granting consent for any assignment, the County may require the prospective assignee to complete an application pursuant to Section 4 or to provide similar information. The County may reject the request to assign the Agreement based on the factors enumerated in subsection 4.7(C) or for any other reason.

5.15 Proprietary Exclusive.

A. The County may elect to provide any lawful Aeronautical Activity at the Airport.

B. Should the County exercise its proprietary right to be the sole provider of a particular Commercial Aeronautical Activity on the Airport, then the County shall not be subject to the Minimum Standards with respect to that Commercial Aeronautical Activity. The County shall use only its own personnel to provide any such proprietary exclusive Commercial Aeronautical Activity.

C. Should the County elect to provide a Commercial Aeronautical Activity while permitting one or more CAOs to provide the same such Commercial Aeronautical Activity, then the County shall comply with all applicable provisions of sections 3, 5, 6, and 7 of the Minimum Standards with respect to providing such Commercial Aeronautical Activity.

SECTION 6. FIXED BASE OPERATOR (FBO)

6.1 All FBOs will be subject to the following:

A. Core Services.

The Core Services listed below must be performed by the FBO either directly or through an agreement approved in advance in writing by the County:

1. Fuel Service, including, without limitation:

   a. The sale and the dispensation into Aircraft of aviation gasoline (including but not limited to 100LL and unleaded aviation gasoline), jet fuel, and Aircraft oils and lubricants of kinds customarily sold, all in sufficient quantity and with sufficient ratings, grades, and quality to meet the foreseeable demand therefor by the operators of the general-aviation, commercial, and air-carrier Aircraft that use the Airport; and

   b. Operation of a fuel farm facility that meets the fuel-farm capacity requirements set forth in Section 6.1(C) and is sufficient to store the aviation gas and jet fuel that the FBO is required to sell and dispense pursuant to paragraph 6.1(A)(1)(a).

2. Tie-down and common use hangar storage for general aviation Aircraft. T-Hangars are not permitted to satisfy this requirement.

3. Tie-down services, including, but not limited to:

   a. Ramp parking and tie-down assistance, including ramp personnel and vehicles of sufficient quantity to readily assist Aircraft operators without substantial delay except in extraordinary circumstances;

   b. Tie-down ropes, chains and anchors;

   c. Aircraft-towing services utilizing motor-driven drawbar vehicles capable of moving single- and multi-engine Aircraft weighing up to 60,000 pounds;

   d. Mobile electrical ground power assistance with a minimum 14/28 volt, 1,600 ampere surge capacity; and

   e. Cabin cleaning, including on-board toilet cleaning, and catering services.

4. Emergency service to disabled general aviation Aircraft on the Airport, including towing and transporting disabled Aircraft, at the request of the

owner or operator of the Aircraft or the Airport Director, for Aircraft with a gross weight up to 60,000 pounds.

5. Flight planning and flight services facilities equipped with direct telephone communication to an FAA flight service station, local navigation charts, flight planning materials and weather information available during Public Service Hours for Airport patrons.

6. A customer waiting area of sufficient size to meet the requirements of 6.1(C) below and to accommodate the FBO's foreseeable customer demand. Such waiting area shall feature comfortable, attractive, and well-maintained furniture, wireless-Internet service, beverages and snacks for free or for purchase, water, and clean, functioning restrooms for customers' use.

7. Free, courtesy ground transportation to carry FBO customers between the Airport and destinations within Key West, Florida and the immediately surrounding area.

8. Using either an FAA-certificated mechanic or a maintenance provider certificated by the FAA pursuant to 14 C.F.R. Part 145:

   a. Airframe and powerplant maintenance, repair, and servicing of Aircraft within FAA Airport Design Group ("ADG") I or ADG Group II, except for Aircraft classified by the FAA as ultralight; and

   b. Line maintenance of Aircraft within ADG Group III.

9. Maintenance of adequate inventory of the necessary Aircraft parts and accessories to maintain, repair and service the Aircraft specified in paragraphs 6.1(A)(4)(a) and (b).

B. Optional Services.

An FBO may further, at its discretion, perform the following services directly or through a contractor:

1. The sale of new or used Aircraft.

2. The operation of non-scheduled, air taxi, air ambulance and charter transportation of passengers, cargo or mail, provided that:

   a. An FBO offering non-scheduled air charter services for passengers, cargo, or mail, including air ambulance services, shall conduct such activities in accordance with all applicable Federal Aviation Regulations; and

   b. An FBO offering non-scheduled air charter services for transporting passengers will also provide services and equipment for servicing

passengers and for handling freight, luggage and ticketing and will make available ground transportation for transient patrons.

3. The operation of specialized commercial flying services such as aerial survey, photography, sightseeing and mapping services.

4. The operation of specialized Aircraft repair services such as radio, propeller, instrument, and accessory repairs.

5. The sale of convenience foods, amenities, and beverages, to include any and all catering services, incidental to FBO activities and Aircraft operations.

6. The sale of merchandise incidental to FBO activities.

C. Minimum Facility Requirements.

The minimum facility requirements for each FBO shall total a minimum leased square footage of no less than 424,235 square feet, and shall include the following:

Total Hangar space (in square feet (sf))	12,000
Maintenance parts and shop space	Hangar space no less than 5,000 sf with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed
Office Space	Office building (either separate or adjoining), of not less than 4,500 sf, adequate to house an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand
Tie Downs	50
Paved Ramp	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger
Public Parking	A minimum of 70 vehicle parking spaces, to include the required number and accessibility requirements of parking spaces mandated by the Americans with Disabilities Act and as governed by other Applicable Laws
Jet A Fuel Farm (gallons)	60,000
Avgas Fuel Farm (gallons)	12,000

D. Prior Experience.

The general manager of an FBO must have at least five (5) years of full-time experience as an employee of an FBO, or a combination of at least five (5) years of business experience and training in FBO management or operation.

E. Public Service Hours.

1. The FBO shall provide the Commercial Aeronautical Activities listed in paragraphs 6.1(A)(1) through 6.1(A)(7) seven (7) days a week, fourteen (14) hours a day between 7:00 AM and 9:00 PM. The County may grant exceptions to those minimum hours at its reasonable discretion. At all other times, one FBO employee must be available, on call, who will respond on-site, if necessary, to customer inquiries and Airport concerns within [one] hour or less.

2. The FBO shall provide the Commercial Aeronautical Activities listed in paragraphs 6.1(A)(8) through 6.1(A)(9) each Monday through Friday, eight (8) hours a day, between 9:00 AM and 5:00 PM, except as the County may otherwise approve. At all other times, one FBO employee must be available, on call, who will respond on-site, if necessary, to customer inquiries and Airport concerns within [one] hour or less.

F. Minimum Management and Staffing Standards.

1. The activities of an FBO shall be supervised by a full-time, on-site general manager who shall be responsible for the FBO adhering to these Minimum Standards.

2. The FBO shall provide, at a minimum, sufficient staff to fill the following key positions:

   a. General manager;

   b. Line service supervisor; and

   c. Maintenance manager.

   The general manager and line-service manager shall be direct employees of the FBO, while the maintenance manager may be either a direct employee or an employee of a CAO with which the FBO contracts to provide Aircraft maintenance.

3. All FBO staff shall be trained and qualified to perform the duties for which they are employed, and shall hold any certifications or authorizations required by Applicable Law to perform their duties.

4. All FBO staff shall wear uniforms and protective clothing and equipment, as appropriate or as required by Applicable Law.

5. Additional minimum management and staffing standards may be specified individually in an Agreement.

G. Self-Service Permissions.

1. Subject to the conditions of paragraphs 6.1(G)(2) through 6.1(G)(6), each FBO shall permit the operator of any general aviation Aircraft to self-service that Aircraft on the FBO's ramp, and to taxi and park that Aircraft on that ramp for the purpose of doing so.

2. No FBO may charge any fee for the parking or self-service described in paragraph 6.1(G)(1) or require the operator of a general aviation Aircraft to purchase any fuel, other goods, or services in order to park or self-service pursuant to paragraph 6.1(G)(1).

3. Each FBO is required to accommodate the self-service of a general aviation Aircraft pursuant to paragraph 6.1(G)(1) only to the extent that:

    a. The Aircraft's operator informs the FBO of its intent to self-service the Aircraft on the FBO's ramp prior to taxiing onto that ramp;

    b. Such Aircraft's operator performs such self-service using the operator's own employees (or the operator itself);

    c. Such self-service complies with all Applicable Laws and all applicable provisions of the Rules and Regulations, including but not limited to provisions of the Rules and Regulations concerning fueling, fuel handling, and fuel storage; and

    d. Such self-service occurs within ten feet of the Aircraft.

4. No FBO is required to permit a self-servicing Aircraft operator to use the FBO's equipment to conduct self-service.

5. No FBO is required to permit a self-servicing Aircraft operator to park its Aircraft on the FBO's ramp for longer than reasonably necessary to conduct self-servicing.

6. If an FBO lacks sufficient ramp space to accommodate all general aviation Aircraft operators who wish to conduct self-servicing on the FBO's ramp at a given time, the FBO shall prioritize access for general aviation Aircraft operators who need to perform emergency self-service on their general aviation Aircraft.

7. Each FBO shall maintain at least one Aircraft parking position on its ramp, suitable for Aircraft self-service, to accommodate such self-service pursuant to paragraph 6.1(G)(1).

SECTION 7. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

7.1 In addition to complying with all other applicable provisions of the Minimum Standards, each SASO shall comply with those provisions of this Section 7 that apply to each Commercial Aeronautical Activity that the SASO offers.

7.2 Air Charter.

A CAO may offer Air Charter services subject to the following requirements:

A. Personnel.

At all times when its Air Charter service is open for business, the CAO shall employ and have on duty or reasonably available personnel who are sufficiently qualified, and who hold all licenses and permits required by Applicable Law, to provide all necessary aspects of the Air Charter service and other customer service, as necessary. Such personnel shall include, without limitation, an FAA-certified commercial pilot with instrument rating for each Aircraft that the CAO uses for Air Charter operations and who holds all necessary legal authorization to conduct Air Charter operations.

B. Land and Improvements.

Each CAO offering Air Charter service shall construct, lease, sublease, or have a written agreement to use an area providing sufficient tie-down or hangar space to accommodate all Aircraft that such Commercial Aeronautical Operator intends to base at the Airport and providing sufficient office and passenger accommodations space for its business.

C. Services and Equipment.

Each CAO providing Air Charter service shall provide the following in sufficient quantities to reliably provide the services it offers:

1. Properly certificated Aircraft meeting all requirements of the operating certificates held. All such Aircraft shall be owned by, or by written agreement leased to, the CAO conducting the Air Charter service.

2. Properly certificated and qualified crew to operate the Aircraft to be used for the provided Air Charter service.

3. Ground service equipment that the Airport Director determines to be necessary to perform the provided Air Charter service.

4. Passenger lounge and restroom facilities, which may be shared in common with other CAOs, subject to approval by the Airport Director.

5. Adequate table, desk, or counter space for checking in passengers, handling ticketing or fare collection, and handling luggage.

D. Certifications.

Each CAO offering Air Charter service shall hold any FAA certificate(s) required to operate its services, be fully registered with the FAA and any other Governmental Entity requiring such registration, and hold ratings appropriate to, and licensing for, the Air Charter functions to be performed.

7.3 Air Tour Service.

A CAO may offer Air Tour Service subject to the following requirements:

A. Personnel.

At all times when its Air Tour Service is open for business, the CAO shall employ and have on duty personnel sufficiently qualified to provide all necessary aspects of the Air Tour Service and any other necessary customer service. Such personnel shall include, without limitation, an FAA-certified commercial pilot for each Aircraft that the CAO uses for Air Tour Service and who is authorized to conduct Air Tour Service operations.

B. Land and Improvements.

Each CAO offering Air Tour Service shall construct, lease, or sublease an area sufficient to accommodate the Air Tour Service's customers and to accommodate all Aircraft that such CAO intends to base or operate at the Airport.

C. Services and Equipment.

Each CAO providing Air Tour Service shall provide the following in sufficient quantities to reliably provide the services it offers:

1. Properly certificated Aircraft meeting all requirements of the certificates held. All such Aircraft shall be owned by, or by written agreement leased to, the CAO conducting the Air Tour Service.

2. Properly certificated and qualified crew to operate the Aircraft to be used for the offered Air Tour Service.

3. Ground service equipment that the Airport Director determines to be necessary to perform the offered Air Tour Service.

4. Passenger lounge and restroom facilities, which may be shared in common with other CAOs, subject to approval by the Airport Director.

5. Adequate table, desk, or counter space for customer service, checking in passengers and handling ticketing or fare collection.

D. Certifications.

1. Each CAO offering Air Tour Service shall hold a valid FAA letter of authorization authorizing such CAO to conduct commercial air tour operations under 14 C.F.R. § 91.147, hold any other authorizations required by the FAA or the U.S. Department of Transportation to provide an Air Tour Service, be fully registered with the FAA and any other Governmental Entity requiring such registration, and hold all ratings appropriate to, and licensing for, the Air Tour Service functions to be performed.

2. Each CAO offering Air Tour Service shall at all times comply with all of the requirements and restrictions of its FAA letter of authorization and of any other authorization of a Governmental Entity required under Applicable Law to conduct Air Tour Service.

7.4 Aircraft Rental.

A CAO may offer Aircraft for rent subject to the following requirements:

A. Personnel.

Each CAO offering Aircraft for rent shall employ and have on duty personnel sufficiently qualified to conduct Aircraft rentals and provide other necessary customer service.

B. Land and Improvements.

Each CAO offering Aircraft for rent shall construct, lease, or sublease an area providing sufficient office space and sufficient space to safely accommodate all of the Aircraft that the CAO intends to offer for rent, including at least one Aircraft.

C. Service and Equipment.

1. Each CAO offering Aircraft for rent shall own or have under a written lease, and have available to rent to Persons with an appropriate and current pilot certificate, at least one Aircraft. That Aircraft must comply with all Applicable Laws, including but not limited to those regulations promulgated by the FAA, and such Aircraft shall be airworthy, currently registered with the FAA, and suitably maintained and certificated.

2. Each CAO offering Aircraft for rent shall further provide:

a. Sufficient facilities for maintenance and service of each such Aircraft, or have an agreement with one or more CAOs that provide such maintenance and service on the Airport to conduct such

maintenance and service on the Aircraft that the CAO offers for rent; and

b. Onboard each such Aircraft, all checklists required by Applicable Law, or by the Aircraft's manufacturer, for such Aircraft.

7.5 Aircraft Sales.

A CAO may offer Aircraft for sale subject to the following requirements:

A. Personnel.

Each CAO offering to sell new or used Aircraft shall employ and have on duty an authorized agent to transact sales who maintains current any and all regulatorily required credentials to conduct sales, and provide services commonly incidental to Aircraft sales, to prospective Aircraft buyers and sellers.

B. Land and Improvements.

Each CAO offering to sell new or used Aircraft shall construct, lease, or sublease an area providing office space sufficient for its business and an amount of paved area or hangar space on the Airport sufficient to safely accommodate Aircraft to be offered for sale.

C. Service and Equipment.

It will be at the discretion of each CAO wishing to sell new or used Aircraft whether to be an authorized factory dealer for any manufacturer(s) and which, if any, manufacturer(s) such CAO chooses to represent.

7.6 Avionics Sales and Service.

A CAO may offer Avionics Sales and Service subject to the following requirements:

A. Personnel.

Each CAO offering Avionics Sales and Service shall employ and have on duty personnel sufficiently qualified to perform such Avionics Sales and Service and other necessary customer service. All personnel servicing Aircraft must hold all applicable certificates and ratings required by 14 C.F.R. parts 65 or 145 to perform such work.

B. Land and Improvements.

Each CAO offering Avionics Sales and Service shall construct, lease, or sublease an area providing hangar space sufficient to conduct its business in a safe, orderly, and lawful manner and sufficient office space to provide necessary customer service.

C. Service and Equipment.

Each CAO offering Avionics Sales and Service shall provide for the sale and repair of new or used Aircraft avionics, radios, instruments, and accessories, provide the necessary tools, supplies, and equipment to provide such services, and hold all appropriate FAA certificates for the sale, service, or installation of the equipment the CAO offers to sell, service, or install.

7.7 Airframe and Powerplant Maintenance and Accessories Sales.

A CAO may offer Aircraft engine and airframe maintenance, including maintenance of aircraft accessories, and sales of Aircraft engine or airframe accessories subject to the following requirements:

A. Personnel.

Each CAO offering Aircraft engine and airframe maintenance shall provide at least one FAA-certificated airframe and powerplant mechanic available eight (8) hours per day, five (5) days per week and on call by readily accessible means at other hours during the day or night, or at such hours as may be specified by the County.

B. Land and Improvements.

Each CAO offering Aircraft engine and airframe maintenance shall construct, lease, or sublease an area providing a minimum of 5,000 square feet of hangar space and sufficient office space to provide maintenance services.

C. Services and Equipment.

Each CAO offering aircraft engine and airframe maintenance shall provide:

1. Sufficient inside or outside space for Aircraft awaiting maintenance or awaiting delivery after maintenance is complete.

2. Adequate tools and equipment to perform maintenance and adequate shop space to house that equipment.

3. Facilities for washing and cleaning Aircraft if the CAO offers such services.

7.8 Flight Training.

A CAO may offer flight training or instruction subject to the following requirements:

A. Personnel.

Each CAO offering flight training shall make available to customers personnel who, collectively, are properly certified by the FAA to provide all of the kinds of flight training that the CAO offers.

B. Land and Improvements

Each CAO offering flight training shall construct, lease, or sublease an area providing a minimum of one tie-down or hangar ramp space and sufficient office and instructional space to instruct its customers and perform its on-Airport business, provided that all such space (tie-down or hangar space and office and instructional space) shall be sufficient to allow flight instructors to properly instruct the number of student pilots that the CAO instructs.

C. Services and Equipment.

Each CAO offering flight training shall provide:

1. At least one properly certified Aircraft equipped for flight instruction, and such additional types of Aircraft as required to give flight instruction of the kind(s) advertised.

2. Sufficient office and classroom space for students, proper restroom and seating facilities, and a student service counter.

3. Sufficient facilities for storing, parking, servicing, and repairing all of the CAO's Aircraft, or have an agreement with one or more CAOs to provide such services, provided that each such CAO agreeing to provide such services must be licensed or otherwise permitted to provide such services on the Airport.

7.9 Ground Handling.

A CAO may offer ground-handling services subject to the following requirements:

A. Personnel.

Each CAO offering ground-handling services to airlines, Air Charter providers, or other Aircraft owners or operators that themselves are conducting commercial passenger service shall make available sufficient staff who are qualified and fully trained to perform their respective ground-handling functions. Such staff shall include, at least, a full-time, qualified, on-site manager of the CAO who is responsible for the conduct of the CAO's day-to-day ground-handling operations and the handling of each flight for which the CAO provides ground handling.

B. Land and Improvements.

Each CAO offering ground-handling services to airlines, Air Charter providers, or other Aircraft owners or operators that themselves are conducting commercial passenger service shall construct, lease, or sublease an area on the Airport that provides sufficient space in which to operate its ground-handling business.

C. Services and Equipment.

Each CAO offering ground-handling services to airlines, Air Charter providers, or other Aircraft owners or operators that themselves are conducting commercial passenger service shall:

1. Maintain an office on the Airport suitably located and sufficient to manage its ground-handling services.

2. Provide ground-handling services in accordance with FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as the same may be amended from time to time or superseded.

3. Provide two or more of the following services:

    a. Aircraft movement and safety services, including Aircraft marshaling, start-up, moving or towing, and safety management.

    b. On-ramp Aircraft servicing, including but not limited to wheel and tire chocking, ground power supply, cooling and heating, toilet servicing, potable-water provision, routine maintenance, and cleaning of cockpit windows, wings, nacelles and cabin windows.

    c. Ramp services to airlines, including cleaning, catering, minor servicing of cabin fittings, alteration of seat configuration, ground service equipment, air stairs, catering loading, baggage handling, cargo loading, and mail and equipment loading.

    d. In-terminal services, including ticketing, processing, and loading and unloading of passengers, baggage, cargo, property, express packages and mail.

    e. Service provided in accordance with a written operating agreement with an airline, Air Charter provider, or other Person, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.

7.10 Hangar-Keeping.

A CAO may offer hangar space for rent or lease for the storage of Aircraft subject to the following requirements:

A. Personnel.

At all times when open for business, the CAO shall employ and have on duty personnel sufficiently qualified to rent and lease hangar space to Aircraft owners and perform any necessary customer service.

B. Land and Improvements.

Each CAO offering hangar space for rent or lease shall construct, lease, or sublease a hangar area adequate for Aircraft storage and sufficient office space for its hangar-keeping business.

C. Services and Equipment.

Each CAO offering hangar space for rent or lease shall:

1. Ensure that its hangar facilities accord with applicable Airport plans and specifications approved by the County.

2. Require all of its hangar tenants to obtain, prior to commencing occupancy, an agreement with the CAO that, in the County's opinion, sufficiently indemnifies the County and provides for sufficient insurance. The CAO must obtain the Airport Director's written approval if the CAO's standard sublease form prior to offering hangar space for rent or lease.

3. Ensure that its hangar tenants perform no maintenance within their respectively rented or leased hangars other than:

   a. Hangar tenants performing preventive maintenance on their own Aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. § 43.7 (federal regulations regarding the specific persons authorized to approve Aircraft or component parts for return to service after maintenance, rebuilding, or alteration); and

   b. Other Aircraft maintenance permitted by the FAA's Policy on the Non-Aeronautical Use of Airport Hangars (the "Hangar Use Policy"), as the Hangar Use Policy may be amended.

4. Ensure that hangar space is used for aeronautical purposes and that, to the extent that non-aeronautical items are stored in a hangar, such storage is consistent with the Hangar Use Policy or has otherwise been approved by the FAA.

7.11 Miscellaneous Activities.

A. Miscellaneous Activities include but are not limited to:

1. Aerial agriculture spraying (*i.e.*, crop-dusting);

2. Aerial photography, mapping, or surveying;

3. Aerial firefighting;

4. Air ambulance and medical-evacuation services;

5. Aircraft painting;

6. Aircraft upholstery services; and

7. Powerline or pipeline inspection or patrol.

B. This subsection 7.11 only applies to those CAOs which, in the sole reasonable opinion of the Airport Director, regularly or frequently conduct one or more Miscellaneous Activities at the Airport.

C. Each CAO offering or conducting a Miscellaneous Activity is subject to all applicable requirements of sections 1, 3, 4, and 5 of the Minimum Standards.

D. If the Airport Director reasonably determines that it is appropriate to set additional requirements for any Miscellaneous Activity, he or she may do so by written order, provided that all CAOs providing that Miscellaneous Activity shall then be subject to such additional requirements, except that the Airport Director may grant a CAO a Waiver or Variance from such order in the manner provided for Waivers and Variances under subsection 3.4 of the Minimum Standards.

E. The requirements of this subsection 7.11 do not supersede any applicable requirements of Section 6 or other provisions of Section 7 of the Minimum Standards. If any Miscellaneous Activity overlaps with a Commercial Aeronautical Activity addressed elsewhere in this Section 7, and that Commercial Aeronautical Activity is subject to any minimum standards that apply to the Miscellaneous Activity that overlaps it, then such minimum standards shall also apply to the overlapping Miscellaneous Activity to the extent applicable.

7.12 Special Provisions for Aircraft Cleaning and Package Services.

A. Aircraft Cleaning.

A Person providing occasional interior or exterior cleaning of an Aircraft at the invitation of that Aircraft's operator shall be required to obtain prior written permission from the Airport Director to provide such service and comply with all applicable security requirements as to its services and personnel, but shall otherwise not be required to obtain an Agreement or lease any on-Airport property and shall not be considered a CAO for purposes of the Minimum Standards.

B. Package Services.

Any Person wishing to provide Package Service on the Airport shall either:

1. Function as a CAO conducting a Miscellaneous Activity, subject to subsection 7.11 and all other applicable provisions of the Minimum Standards; or

Enter into a Package Service agreement with the County that permits the Package Service provider to transfer packages onto or from the Airport, and then to or from

an Aircraft, in exchange for such Package Service provider paying a special additional fee to the County as specified in the Package Service agreement.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I6
2023-2116

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Approval of a Resolution establishing and adopting a uniform set of rules and regulations for the management, governance and use of the Key West International Airport as set for in Exhibit A attached to the Resolution.

ITEM BACKGROUND:

The Airport desires to have the BOCC adopt a uniform set of Airport Rules and Regulations that provide general regulations, regulation of personal conduct, expressive activities, and environmental management, rules and regulations for aeronautic activities, motor vehicle regulations, commercial ground transportation regulations, and enforcement of violations.

PREVIOUS RELEVANT BOCC ACTION:
None.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Resolution - Adoption of Rules and Regulations - Feb. 2024.pdf

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FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____-2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ESTABLISHING RULES AND REGULATIONS FOR KEY WEST INTERNATIONAL AIRPORT AS SET FORTH IN EXHIBIT A OF THIS RESOLUTION; PROVIDING DEFINITIONS; PROVIDING GENERAL REGULATIONS; PROVIDING FOR REGULATION OF PERSONAL CONDUCT; PROVIDING FOR REGULATION OF EXPRESSIVE ACTIVITIES; PROVIDING FOR ENVIRONMENTAL MANAGEMENT REGULATION; PROVIDING RULES AND REGULATIONS FOR AERONAUTICAL ACTIVITIES; PROVIDING FOR MOTOR VEHICLE REGULATIONS; PROVIDING FOR COMMERCIAL GROUND TRANSPORTATION REGULATIONS; PROVIDING FOR ENFORCEMENT OF VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS INCONSISTENT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statute section 332.08 grants to the Monroe County Board of County Commissioners (BOCC) the authority to establish rules and regulations for the management, governance, and use of the Key West International Airport (EYW); and

WHEREAS, Monroe County is the sponsor of and owns and operates EYW; and

WHEREAS, the BOCC previously promulgated and adopted rules and regulations applicable to EYW through the [Code of 1979] and Ordinance Nos. [021-1984, 11-1987, 30-1987, 53-1988, 8-1993, 17-1993, 38-1997, and 38-2000]; and

WHEREAS, EYW has experienced substantial growth since the adoption of said ordinances; and

WHEREAS, the BOCC considers it appropriate to amend the rules and regulations applicable to EYW to promote the safe, secure, efficient, and economically beneficial operation of EYW in light of the growth and development of aeronautical operations at EYW; and

WHEREAS, the BOCC deems it advisable to vest in the Monroe County Director of Airports the authority to administer, enforce, and reasonably interpret the rules and regulations; and

WHEREAS, the BOCC intends to reaffirm the full authority of the Monroe County Sheriff's Office to exercise its jurisdiction at EYW;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

Section 1. Rules and Regulations

The Rules and Regulations attached hereto as Exhibit A are incorporated by reference as if fully set forth herein.

Section 2. Severability

If any section, subsection, sentence, clause, item, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity.

Section 3. Inconsistency

All Resolutions or parts of a Resolution in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date

This Resolution will take effect after the promulgation required in Sec. 332.08 (2) (b), Fla. Stat.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 21st day of February 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor Holly Merrill Raschein

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/2/24

EXHIBIT A

Key West
International Airport

MONROE COUNTY

Airport Rules and Regulations

Effective Date

February 21, 2024

Richard Strickland
Airport Director

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SECTION 1. DEFINITIONS

Terms used in these Rules and Regulations are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry unless a different meaning is apparent from the context or specifically defined otherwise herein. All other words will be construed according totheir common literal meaning.

Abandoned Aircraft has the definition of "abandoned aircraft" provided in section 705.183(1)(b)(1) of the Florida Statutes, as such definition may be amended from time to time. At the time of the issuance of the Rules and Regulations, that section of the Florida Statutes defines "abandoned aircraft" as "an aircraft that has been disposed of on a public-use airport in a wrecked, inoperative, or partially dismantled condition or an aircraft that has remained in an idle state on premises owned or controlled by the operator of a public-use airport for 45 consecutive calendar days."

Advocacy (or to Advocate) means to publicly and openly express viewpoints on political, religious, charitable, social, philosophical, or other ideological causes or issues; to engage or attempt to engage other Persons in discussion or argument regarding any such cause or issue; or to ask other Persons to sign or add their names to a petition. Examples of Advocacy include delivering a speech supporting or opposing a political candidate or issue, approaching others to argue for a policy proposal, and proselytizing on behalf of a religion. Advocacy does not include Demonstration, Leafleting, or Solicitation, and it does not include incidental conversations or communications among those using the Airport for Airport employment or travel-related purposes.

Aeronautical Activity means any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Aeronautical Activities do *not* include any operation, commercial or otherwise, not directly related to the operation of aircraft (*e.g.*, restaurant, hotel, rental car, newsstand, and other concessions, and taxi and limousine services).

Air Operations Area (or AOA) means any area of the Airport used or intended to be used for the landing, take off or surface maneuvering of Aircraft. Without limitation, the AOA includes all areas inside the Airport fence line.

Aircraft means any contrivance designed, invented or used for powered or non-powered flight in the air.

Airfield means those portions of the Airport, excluding the commercial and general aviation ramps and aprons, provided for the landing, taking off, and taxiing of Aircraft, including, without limitation, approach and turning zones, clear zones, avigation and other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport.

Airport means Key West International Airport, including all of the areas, buildings, facilities, and improvements within the interior boundaries of that airport, as that airport now exists or may hereafter be modified.

Airport Certification Manual means the Airport document that specifies how the Airport will comply with the requirements of 14 C.F.R. Part 139.

Airport Control means the office responsible for regular monitoring of Airport operations. Airport Control may be reached by telephone by dialing (305) 292-4625.

Airport Director means the Director of Airports for Monroe County, Florida. The term "Airport Director" includes both the Airport Director individually and any of his or her designees, except where the context clearly indicates that the term applies only to the Airport Director individually.

Airport Emergency means an occurrence or threat thereof, substantially confined to the area on or above the Airport, that results in or may result in injury or harm to those in an Aircraft or at the Airport or substantial damage to or loss of property.

Airport Security Program means the Airport document that specifies how the County will comply with the requirements of 49 C.F.R. Part 1542.

Applicable Laws means all federal, state, and local laws, regulations, ordinances, orders, mandates, and other authorities, including but not limited to the regulations and guidance of the FAA and the TSA, that apply to the Airport or a given Airport user.

Apron (or Ramp) means those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

Board of County Commissioners (or BOCC) means the Monroe County Board of County Commissioners.

Cargo Aircraft Aprons means those areas of the Airport that are designated for the parking of cargo Aircraft and support vehicles and the loading and unloading of cargo Aircraft.

Commercial Activity means the exchange, trading, buying, leasing, hiring or selling of commodities, goods, services or tangible or intangible property of any kind, conducted for compensation, hire, or other pecuniary gain.

Commercial Ground Transportation means the act of providing the carriage of persons or property in a Commercial Vehicle.

Commercial Ground Transportation Operator means any Person offering any type of Commercial Ground Transportation, including but not limited to TNCs, taxi services, limousine services, and individual operators of Commercial Vehicles.

Commercial Ramp means that area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of commercial Aircraft.

Commercial Vehicle means any vehicle made available for hire.

County means Monroe County, Florida, which is the Airport's proprietor, acting by and through the

BOCC or the Airport Director.

Derelict Aircraft means any Aircraft that is not in flyable condition, or that does not have a current certificate of airworthiness issued by the FAA, and is not in the process of actively being repaired.

Demonstration (or to Demonstrate) means picketing, protesting, rallying, and other similar collective physical acts intended to publicly communicate a viewpoint. Demonstration does not include Advocacy, Leafleting, or Solicitation.

Equipment Demonstration means an Aircraft operation, whether airborne or otherwise, conducted in whole or in part for the purpose of displaying, demonstrating, or proving an Aircraft, Aircraft part, or avionics system not authorized or certified for public or commercial use by the Federal Aviation Administration. Equipment Demonstration shall not include any such activities conducted by the United States military.

Expressive Activity means any form of Advocacy, Demonstration, Leafleting, Solicitation, media distribution (other than the sale of media by an Airport tenant pursuant to a written agreement with the County), or similar expressive acts.

Expressive Activity Permit means a permit, issued by or on behalf of the Airport Director, authorizing one or more Persons to engage in Advocacy, Demonstration, or Leafleting subject to the Rules and Regulations and the terms and conditions of such permit.

FAA means the Federal Aviation Administration or its successor(s).

Fixed Base Operator (or FBO) means a Person engaged in conducting those commercial aeronautical services required of an FBO by the Minimum Standards.

Governmental Entity means each and every governmental authority, quasi-governmental or department, agency, bureau, department or other entity or instrumentality having or claiming jurisdiction over the Airport, including the federal government of the United States, the Florida state government, the County, the City of Key West, and any subdivisions and municipalities thereof, and all other applicable governmental authorities and subdivisions thereof.

Ground Transportation Resolution (GTR) means the County's policy, approved by the BOCC, regarding the operation of Commercial Ground Transportation.

Leafleting (or to Leaflet) means the repetitive or continuous distribution of printed or written material without requesting compensation for such material.

Marathon International means Florida Keys Marathon International Airport.

M.C.C. means the Monroe County Code of Ordinances.

MCSO means the Monroe County Sheriff's Office.

Minimum Standards means the Airport's Minimum Standards for Commercial Aeronautical Activities, as that document may be amended from time to time.

Missile Site means the former HAWK missile battery located on the Airport.

Motor Vehicle means a self-propelled device, other than an Aircraft, in, upon, or by which individuals or property may be transported.

Movement Area means the runways, taxiways, and other areas of the Airport which are used for the landing, taxiing, or taking off of Aircraft, exclusive of loading ramps and Aircraft parking areas.

Operating Directive means an instruction or guidance issued or approved by the Airport Director regarding operations on the Airport. Operating Directives are typically in effect for a defined, temporary period or for the duration of certain situations or events.

Passenger Terminal Complex means the Airport's airline passenger terminal facilities, public parking garages and associated surface parking, Rental Car Center, and all roadways on Airport property adjacent to any such facilities.

Person means any individual, firm, partnership, corporation, company, limited liability company, association, joint stock association, Governmental Entity or body politic, including any such entity's trustee, receiver, board, assignee, employee or other representative. Except where context makes the contrary clear, "Person" does not include the Airport Director or any of his or her designees.

Policy means a general principle or plan, approved by the BOCC, for the management of the Airport.

Pre-Reserved Customer means a passenger who specifically requests service from, or has made a reservation with, a Commercial Ground Transportation Operator before that Commercial Ground Transportation Operator brings a Commercial Vehicle onto the Airport to transport that passenger.

Professional Journalist means a person regularly engaged in collecting, photographing, recording, writing, editing, reporting, or publishing news, for gain or livelihood, who obtained the information sought while working as a salaried employee of, or independent contractor for, a newspaper, news journal, news agency, press association, wire service, radio or television station, network, or news magazine.

Rental Car Center means the facility that houses the on-Airport rental car companies and the vehicles that those companies offer for rental.

Restricted Area means any area of the Airport to which entry or access is restricted or limited to individually authorized individuals.

Rules and Regulations means these Airport Rules and Regulations collectively, as they may be amended from time to time.

Safety Areas means the designated areas abutting the runways and taxiways or otherwise designated

as Safety Areas in the Airport Certification Manual.

Safety Management System (or SMS) means the formal system of procedures, practices, and policies prepared by the County for the management of safety risk at the Airport.

Secured Area means any area of the Airport that the Airport Security Program identifies as requiring limited-access procedures consistent with federal security regulations.

Solicitation (or to Solicit) means to ask, request, implore or plead repetitively or continuously, directly or indirectly, orally, in writing or otherwise for the direct receipt of money or anything else of pecuniary value. Solicitation does not include Leafleting.

Standard Procedure means a specific method, established or approved by the Airport Director, for conducting a certain activity on the Airport.

Sterile Area means any area of the Airport to which access is controlled by the inspection of persons or property in accordance with a federally approved security program.

Tower means the Airport's Air Traffic Control Tower.

Transportation Network Company (or TNC) means a Person who, pursuant to applicable Florida statute, uses a digital network to connect a customer to a driver who provides prearranged Commercial Ground Transportation.

TSA means the Transportation Security Administration or its authorized successor(s).

Ultralight has the definition of "ultralight vehicle" provided by 14 C.F.R. § 103.1 as of the issuance of the Rules and Regulations.

Unmanned Aircraft System (or UAS) means an Aircraft that is controlled remotely and lacks an onboard human pilot.

SECTION 2. GENERAL REGULATIONS

2.1 APPLICATION OF RULES AND REGULATIONS

a. These Rules and Regulations are adopted under the authority of Section 332.08, Florida Statutes, which grants the County the power to regulate the use of the County's airports. The Rules and Regulations apply to all Persons on or at the Airport.

b. The Rules and Regulations also are adopted pursuant to County Resolution **[XXXX]**; the County's authority as the owner, proprietor, and sponsor of the Airport; and the County's authority to protect the health, safety, and welfare of all individuals within the County.

c. The Rules and Regulations apply to the Airport, but do not apply to Marathon International.

d. In addition to complying with the Rules and Regulations, all Airport users shall comply with all Applicable Laws, as any such Applicable Laws may be amended from time to time. In the event of a conflict between the Rules and Regulations and any of the Applicable Laws, federal and state laws and regulations shall take precedence over the Rules and Regulations.

e. The Rules and Regulations shall not be interpreted to restrict any Person from exercising any right to use the Airport that may be established by Applicable Laws, including, without limitation, the federal Airline Deregulation Act.

2.2 AIRPORT DIRECTOR'S AUTHORITY

a. Except to the extent that the Rules and Regulations expressly reserve such authority to the BOCC, the Airport Director is authorized to administer, enforce, and reasonably interpret the Rules and Regulations on behalf of the County.

b. All Airport users shall comply with all applicable Standard Procedures and Operating Directives issued by the Airport Director.

c. The Airport Director is authorized to suspend the Rules and Regulations to the extent the Airport Director reasonably deems necessary to enable police, firefighters, or other first responders or government officials to perform their duties.

d. In the event of an emergency at the Airport, the Airport Director shall proceed in accordance with the Airport Emergency Plan or Airport Security Plan as approved by the FAA or TSA respectively.

2.3 SHERIFF'S AUTHORITY

The MCSO has law-enforcement jurisdiction over the Airport to the full extent of its authority to enforce Applicable Law within the County.

2.4 GENERAL CONDITIONS OF AIRPORT ACCESS

a. Each Person who enters the Airport is deemed to agree to:

   i. Comply with the Rules and Regulations and with all applicable Policies, Standard Procedures and Operating Directives;

   ii. Pay all applicable fees and charges established by the County for use of the Airport; and

   iii. Assume full responsibility and risk for use of the Airport to the maximum extent permitted by law.

b. No lessee or sublessee of Airport property may allow such property to be used or occupied for any purpose, or in any manner, prohibited by the Rules and Regulations.

c. Any Person intending to conduct any Commercial Activity on the Airport must first obtain a written agreement, license, or permit, or other written form of authorization, from the County.

d. No Person may conduct a Commercial Aeronautical Activity, as such term is defined in the Minimum Standards, on the Airport except in compliance with the Minimum Standards.

e. A Person's failure to comply with the Rules and Regulations is grounds for that Person's removal or exclusion from the Airport and termination of any lease of Airport property that such Person holds. Any Person who, after such removal or exclusion, attempts to reenter the Airport without the Airport Director's express permission shall be deemed a trespasser. Nothing in this paragraph shall be construed to limit the definition of "trespasser" to those who have previously been removed or excluded from the Airport.

f. Any Person who operates or provides any Commercial Activity at the Airport without the County's written authorization is deemed a trespasser.

g. All leases, licenses, permits and other agreements authorizing the use of Airport property and facilities shall require compliance with these Rules and Regulations.

2.5 FEES AND CHARGES

a. The BOCC reserves the right to establish and publish a schedule of fees and charges for use of the Airport and to revise any such fees from time to time.

b. All fees and charges will be in accordance with the Airport's Policies, Standard Procedures and Operating Directives except as otherwise provided by the terms and conditions of any contract or agreement between the County and a Person. All user

fees will be determined by the County in accordance with FAA guidance and approved by the BOCC.

c. Landing fees payable for commercial use of the Airport will be based on the certified maximum gross landed weight of the Aircraft and will be payable regardless of whether the commercial use is a landing or a take-off; however, the operator will not be charged for both a landing and a take-off.

d. All regularly scheduled air carriers operating at the Airport will be required to enter into either a Use and Lease Agreement or an Operating Agreement prior to commencing service at the Airport. Annually published rates and charges will be utilized to apply fees associated with the use of the Airport's Aircraft gates, ticket counters and related facilities in order to recover the Airport's costs to provide such facilities through the Airport's Policies, Standard Procedures and Operating Directives.

e. All regularly scheduled air carriers operating at the Airport will be required to pay to the County a fuel flowage fee, as identified in the Airport's annually published rates and charges, for each gallon of fuel pumped into such air carrier's Aircraft at the Airport.

2.6 PROHIBITED CONDUCT

To the fullest extent permitted by Applicable Law, in order to ensure safety, security, and the efficient operation of the Airport, all activity at the Airport is subject to regulation by the County and, to the extent provided in these Rules and Regulations, the Airport Director. No Person may undertake any activity or conduct prohibited by the Rules and Regulations. Further, pursuant to F.S. 332.08(2) and the Monroe County Code of Ordinances, the following activities are punishable as a 2nd degree misdemeanor:

a. Sale or distribution of any items, goods, merchandise or services except when expressly allowed by written agreement with the Airport;

b. Conduct that in any way obstructs, delays or interferes with the free movement of any other Person or authorized business of the Airport except by Airport staff;

c. Pinning, tying or attaching any flower or other symbol, insignia, article or object to the clothing, luggage, or vehicle of any Person without consent;

d. Camping on or other residential use of the Airport, except to the extent clearly allowed by the FAA's *Policy on the Non-Aeronautical Use of Airport Hangars* (Federal Register volume 81, beginning page 38,906), as that policy may be amended;

e. Using any musical instrument or sound- or voice-amplifying device, singing or chanting, or emitting any other sound which may reduce the effectiveness of the

public address system or interfere with the business functions of the Airport, except upon approval of the Airport Director. This paragraph does not apply to the use of a cellular telephone, provided that the user does not enable the telephone's speaker functionality or otherwise use it in a manner that creates unusually loud noise;

f. Placement of a table, bench, chair, sign or other structure, fixture or object on Airport property without the prior permission of the Airport Director;

g. Intentionally leaving unattended any container, article of luggage, or item intended for distribution;

h. Impairing, obstructing, or interfering with any Person's, vehicle's, or Aircraft's safe, orderly, or efficient use of the Airport;

i. Any conduct which improperly indicates or represents, or attempts to indicate or represent, to the public that an individual is a representative of the Airport; and

j. Any conduct which misrepresents the identity of the individual or organization for which the individual is performing the permitted activities.

2.7 COMPLIANCE WITH APPLICABLE LAWS

All Persons on the Airport shall at all times comply with all Applicable Laws, including but not limited to the Florida Uniform Traffic Control Law, now in existence or hereafter promulgated.

2.8 NO WAIVER

No failure or delay in enforcing any provision of the Rules and Regulations shall constitute a waiver of such provision. To be enforceable, any waiver of the Rules and Regulations must be in writing and authorized by the Airport Director.

2.9 INTENT

Nothing in the Rules and Regulations is intended to preclude the Airport Director or any County employee from taking action authorized by Applicable Law.

2.10 SEVERABILITY

The provisions of the Rules and Regulations shall be severable, and if any provision of the Rules and Regulations is held to be unconstitutional or invalid, such determinations will not affect the constitutionality or validity of any of the remaining provisions of the Rules and Regulations. The County affirms that such remaining provisions would have been adopted had such unconstitutional or invalid provision or provisions not been included in the Rules and Regulations.

SECTION 3. PERSONAL CONDUCT

3.1 COMPLIANCE WITH SIGNS

All Persons shall observe and obey all Airport posted signs, fences, and barricades. Sign placement and removal procedures associated with tenant, concessionaire and air carrier sign usage will be governed by the Airport's Policies, Standard Procedures and Operating Directives, or as set forth in a written contract, permit or other form of written authorization from the County.

3.2 USE AND ENJOYMENT OF AIRPORT PREMISES

No Person may impede any other Person from lawfully passing through the entrances, exits or passageways on the Airport, and no Person may otherwise impede the normal and lawful operation of the Airport.

3.3 RESTRICTED AREAS, MOVEMENT AREAS AND AIR OPERATIONS AREAS

a. No Person may enter the AOA or any Movement Area, Secured Area, or Restricted Area except:

   1. Persons expressly authorized to do so by the Airport Director in accordance with the Airport Security Program;

   2. Passengers who, under appropriate supervision by a Person described in paragraph 3.3(a)(1) above, enter upon the Ramp for the purposes of enplaning or deplaning an Aircraft; and

   3. Other Persons escorted pursuant to the Airport Security Program.

b. No Person may walk or drive upon any Movement Area without the prior express permission of the Airport Director and the Tower.

3.4 ANIMALS

a. No Person may bring an animal into the Airport except:

   1. An animal to be or that has been transported by air. Animals being transported must be properly confined before entering the Passenger Terminal Complex and/or must be restrained in a traveling container;

   2. A service animal recognized as such by federal or Florida law;

   3. An animal which remains inside a Motor Vehicle at all times;

   4. An animal used for law-enforcement, rescue, or wildlife-management purposes; or

5. Animals otherwise authorized by the Airport Director to come onto the Airport for a special event.

b. Any Person who brings an animal onto the Airport or has possession of an animal thereon shall handle such animal in compliance with all Applicable Laws pertinent to animal welfare.

c. All animals permitted by this subsection 3.4 must be restrained by a leash or confined and completely under control, except that animals brought onto the Airport by law-enforcement, rescue, or wildlife-management officials for official duties may be unconfined and unleashed in the course of those duties.

d. No Person other than those authorized by the Airport Director may hunt, pursue, trap, catch, injure or kill any animal on the Airport.

e. No Person may feed or do any other act to encourage the congregation of birds or other animals on the Airport.

f. No Person may permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate on the AOA, in parking garage(s), on sidewalks of the Airport, within any Airport building or in any other area at the Airport, except within Pines Park, the Missile Site, and any other designated animal relief areas. Any solid waste deposited by any animal in any area of the Airport shall be immediately collected by the Person having custody or control of such animal. Any Person having custody or control of an animal on the Airport shall be equipped to collect such animal's solid waste when deposited.

g. Any Person whose animal displays aggression shall immediately remove it from the Airport, except with respect to animals acting in the course of law-enforcement or wildlife-management activities permitted by the Rules and Regulations.

3.5 FIREARMS AND WEAPONS (FOR INFORMATION ONLY)

a. The regulation of firearms and weapons at the Airport is governed by Florida Statutes Chapter 790. All Persons using the Airport and exercising their right to carry a firearm should review and shall adhere the provisions of Florida Statutes Chapter 790.

b. Except as provided by section 790.251, Florida Statutes, the carrying of firearms on the Airport by Monroe County personnel during and in the course of their official duties must be approved by the County Administrator upon consultation with the Airport Director.

3.6 DAMAGE INSPECTION AND RESPONSIBILITY

a. The Airport Director may conduct a damage inspection of any Airport facilities

involved in an accident or incident to determine the extent of damage to the Airport. Damages so sustained may be assessed by the Airport as a claim against the owner or operator of an Aircraft or vehicle causing such an accident or incident.

b. Any Person causing damage to or destroying public property of any kind, including buildings, fixtures or appurtenances, whether through violation of these Rules and Regulations or through any act or omission, will be fully liable to the Airport for any and all damages resulting therefrom. Any such Person must immediately report such damage or destruction to the Airport Director or MCSO and shall cooperate fully with any County or law-enforcement investigation into such damage or destruction, subject to the Fifth Amendment right against self-incrimination.

3.7 CRASH REPORTS

Any Person involved in any type of Aircraft or vehicular crash, collision, or other accident on the Airport shall make a full report to the County or MCSO as soon as possible. The report will include, but not be limited to, the names and addresses of all individuals involved in, and all known witnesses to, the accident, and a complete and accurate description of the accident itself.

3.8 PRESERVATION OF PROPERTY

a. No Person may destroy, damage, deface or disturb any building, sign, equipment, marker, or other structure, landscaping, or other property on the Airport. Any Person causing or responsible for such destruction, damage, defacement, or disturbance shall immediately report such damage to the Airport.

b. No Person may travel upon the Airport other than on roads or walkways provided for such purpose.

c. No Person may alter, add to, or erect any building or sign or make any excavation on the Airport without the prior written approval of the Airport Director and, when required, without (i) filing and complying with the provisions of FAA Form 7460-1 and (ii) obtaining written approval from the FAA to erect any potential obstruction of navigable airspace or any planar surface required to be kept free of obstructions by 14 C.F.R. Part 77.

3.9 LOST AND FOUND AND ABANDONED PROPERTY

a. Any Person finding lost articles in the public areas of the Airport will immediately deposit them with the MCSO. Nothing in this paragraph shall be construed to prohibit air carriers or other Airport tenants from maintaining lost-and-found storage and services.

b. No Person may knowingly abandon any personal property on the Airport. Any

property that has been determined by the Airport to be abandoned will be removed, stored, and/or disposed of at the owner's expense and in accordance with Applicable Law.

c. All Airport users are on notice that law enforcement officers and TSA officials may damage or destroy abandoned personal property located on the Airport in the performance of their duties.

3.10 ALCOHOLIC BEVERAGES

No Person may drink any alcoholic beverages on any part of the Airport except in locations designated by the Airport Director or, in accordance with Applicable Laws, onboard aircraft.

3.11 SMOKING

No Person may smoke on the Airport except in an area, otherwise lawfully accessible to such Person, that the Airport Director expressly designates as a smoking area.

SECTION 4. EXPRESSIVE ACTIVITIES

4.1 GENERAL

a. The Airport is a non-public forum. For the safe, secure, and efficient passage of and usage by the travelling public and other Airport users, the County determines not to designate the Airport as a designated or limited public forum, and nothing in the Rules and Regulations shall be interpreted to transform the Airport into a public forum, whether traditional, limited, or designated.

b. The restrictions on the exercise of Expressive Activities contained in the Rules and Regulations are intended, among other things, to maintain the safety of travelers, Airport workers, and other Airport users; to maintain the efficient operation of the Airport by maximizing the smooth flow of passenger traffic and minimizing congestion; to avoid unnecessary duress and disturbance for Airport users; to minimize passenger confusion; to minimize unnecessary crowding at the Airport; and to avoid visual blight and clutter—all in keeping with the Airport's intended function and primary purpose as a facility for air travel.

c. The restrictions on the exercise of Expressive Activities contained in the Rules and Regulations are intended to be viewpoint-neutral and will apply and be enforced without regard to the viewpoint of the message sought to be communicated.

d. The Rules and Regulations do not cover commercial speech (*e.g.*, advertising, newspaper racks). Commercial speech on the Airport requires, and is subject to the terms and conditions of, a written agreement with the County. This paragraph does not apply to news media engaging in bona fide news coverage, which is subject to Section 4.2.

e. All Expressive Activities shall be conducted:

1. In strict compliance with the Rules and Regulations and with all applicable Policies, Standard Procedures and Operating Directives;

2. In a peaceful and orderly manner, without physical harm, molestation, threat, harassment, obscenity, violence, breach of the peace, damage to property or other unlawful conduct; and

3. Without obstructing the use of the Airport by others, without hindrance to or interference with the proper, safe, orderly and efficient operation of the Airport and of the activities conducted thereupon, and without interference with the constitutional rights of others.

f. Nothing in the Rules and Regulations shall be interpreted to deny any right guaranteed by the First Amendment to the United States Constitution.

4.2 NEWS MEDIA

Professional Journalists may conduct bona fide news coverage in a non-disruptive manner in public areas of the Airport, or any other area designated for such coverage by the Airport Director, subject to the Airport's relevant Policies, Standard Procedures and Operating Directives.

4.3 POLLS, QUESTIONNAIRES AND SURVEYS

No Person may conduct any poll, questionnaire, or survey on the Airport, except at the request of the County, without first obtaining written permission from the Airport Director. Notwithstanding the preceding sentence, an Airport tenant may conduct polls, questionnaires, or surveys of its customers or employees without the Airport Director's approval.

4.4 LOCATIONS FOR ADVOCACY, DEMONSTRATION, AND LEAFLETING

a. The Airport Director shall designate portions of Pines Park, the Missile Site, and the curbside of the Passenger Terminal Complex as areas of the Airport in which Advocacy, Demonstration, and Leafleting are permissible.

b. The Airport Director shall also designate spaces within the passenger terminal where Leafleting is permissible. Such spaces shall not be isolated or physically separated from the main terminal area but shall instead allow Persons engaged in Leafleting a reasonable opportunity to interact with members of the public without obstructing or interfering with normal terminal operations (*e.g.*, passenger and baggage check-in, ingress or egress from the terminal building, or security screening).

c. Any Advocacy, Demonstration or Leafleting shall be subject to the permitting process and procedures specified in this Section 4 and to any reasonable orders issued by the Airport Director to ensure the safe, efficient and orderly operation of the Airport, including, without limitation, the free flow of pedestrian traffic into and out of the terminal facilities, the commercial operations of Airport tenants and concessionaires, and the Airport's safety and security measures.

d. The Airport Director may temporarily change the designated Advocacy, Demonstration and Leafleting areas to address remodeling, construction, emergency conditions or other factors which may reasonably require such change.

4.5 SOLICITATION

No Person may Solicit for any purpose on the Airport.

4.6 DEMONSTRATION

a. For the safety of Airport users and to minimize obstructions to foot and vehicular traffic on the Airport, no Person who is Demonstrating may carry:

1. A sign greater than twelve (12) inches long or twelve (12) inches wide; or

2. A stake, rod, post, or similar tool to which a sign is attached if such stake, rod, post or tool (i) exceeds twenty-four (24) inches in length or (ii) is made out of metal or any other heavy material that could allow it to be used as a weapon posing a significant risk of substantial physical harm to others.

4.7 LEAFLETING

a. Due to the space constraints of the passenger terminal, no more than four people shall be permitted to engage in Leafleting within the terminal at any given time.

b. No Person may Leaflet in a manner that obstructs or interferes with normal terminal operations (*e.g.*, passenger and baggage check-in, ingress or egress from the terminal building, or security screening).

4.8 PERMITTING PROCESS AND PROCEDURES

a. Any Person desiring to engage in Advocacy, Demonstration, or Leafleting at the Airport must first obtain an Expressive Activity Permit from the Airport Director by submitting a written request setting forth:

1. The name, address, and telephone number of the Person or organization proposing to conduct the Advocacy, Demonstration, or Leafleting;

2. Providing a point of contact, including name and telephone number, who will be responsible for coordinating with the Airport Director on the day(s) of the proposed Advocacy, Demonstration, or Leafleting as necessary;

3. Specifying which form(s) of Expressive Activity (Advocacy, Demonstration, and/or Leafleting) the Person wishes to engage in pursuant to the requested Expressive Activity Permit;

4. Submitting a description of the proposed Advocacy, Demonstration, or Leafleting, which description shall state an estimate of the number of participants, the proposed location of the Advocacy, Demonstration, or Leafleting, and the proposed date(s) and time(s) of the Advocacy, Demonstration, or Leafleting. Should the Person requesting the Expressive Activity Permit seek authorization to engage in multiple forms of Expressive Activity under that permit, the Person shall include a description for each such proposed Expressive Activity; and

5. An affirmation that the proposed Expressive Activity will not include Solicitation and that the point of contact has read, understands, and will abide by the Rules and Regulations.

b. The following criteria apply to review and approval or disapproval of applications

for Expressive Activity Permits:

1. After the Airport Director receives an application for an Expressive Activity Permit, the Airport Director's designee will review the application for sufficiency of information and compliance with the Rules and Regulations and either issue an Expressive Activity Permit on behalf of the Airport Director or notify the applicant in writing why issuance of an Expressive Activity Permit is delayed or denied. If an applicant seeks a permit to engage in multiple Expressive Activities (that is, some combination of Advocacy, Demonstration, and Leafleting), the Airport Director's designee may issue a permit for all or only some of the applicant's proposed Expressive Activities.

2. An Expressive Activity Permit shall not be granted or denied based upon the viewpoint that the applicant wishes to express, provided that such message is non-commercial.

3. If, within five business days after the Airport Director receives an application, the Airport Director's designee fails to issue an Expressive Activity Permit or to notify the applicant that there is a delay in evaluating the application or issuing the Expressive Activity Permit, the application shall be considered denied.

c. Petitions for review of denial of an Expressive Activity Permit:

1. If the Airport Director's designee denies an application for an Expressive Activity Permit, or issues an Expressive Activity Permit that authorizes only some, but not all, of the applicant's proposed Expressive Activities (either such outcome a "Denial"), the applicant may petition the Airport Director personally to review such Denial.

2. Any such petition for review shall be delivered to the Airport Director within 15 business days of the Denial, shall be in writing, and shall include a copy of the original Expressive Activity Permit application.

3. After receiving the petition for review, notwithstanding the designee's Denial, the Airport Director shall take one or more of the following actions: (a) grant the Expressive Activity Permit (or authorize Expressive Activities that the Airport Director's designee excluded from such permit); (b) deny such permit (or deny the request to authorize additional Expressive Activities); (c) request more information from the applicant; and/or (d) notify the applicant that the Airport Director requires more time to evaluate the petition for review or the underlying Expressive Activity Permit application.

4. Should the Airport Director fail to approve or deny the petition for review, or fail to request further information from the applicant, within five

business days of receipt of the petition, or should the applicant fail to deliver a petition for review of the Denial to the Airport Director within 15 business days following such Denial, the petition for review shall be considered denied and the Denial issued by the Airport Director's designee shall be final.

5. Nothing in the Rules and Regulations shall prevent a Person from exercising any legal right to challenge the Denial before a court or government agency of competent jurisdiction.

d. If the Airport Director, whether personally or through a designee, issues an Expressive Activity Permit, the recipient thereof shall abide by any and all lawful restrictions stated in that permit regarding the time, place, or manner of the permitted Advocacy, Demonstration, or Leafleting.

e. An Expressive Activity Permit will authorize the holder thereof to Advocate, Demonstrate, or Leaflet, as such permit provides, on the designated location at the Airport, subject to the Rules and Regulations and the terms and conditions of such permit, for one calendar day. However, if an applicant intends to Advocate, Demonstrate, or Leaflet on the Airport over multiple days, the Airport Director may issue an Expressive Activity Permit authorizing such activity for a period of no more than seven consecutive days, as the Airport Director reasonably deems appropriate.

f. If a Person holding an Expressive Activity Permit wishes to Advocate, Demonstrate, or Leaflet beyond the term of such permit, that Person must obtain a new Expressive Activity Permit.

g. Advocacy, Demonstration, or Leafleting on the Airport shall be conducted strictly in conformity with the Rules and Regulations and with the terms and conditions set forth in the applicable Expressive Activity Permit.

h. An Expressive Activity Permit is not transferrable.

i. No Expressive Activity Permit holder shall have the right to exclusive use of any area on the Airport. The Airport Director may grant authorization for use of areas designated for the permitted Expressive Activity on a first-come-first-served basis. In the event that two or more Persons seek to conduct Advocacy, Demonstration, or Leafleting at the same time and qualify for Expressive Activity Permits to do so, the Airport Director will allocate, by lot or other equitable method, the available designated areas of the Airport, or space within any such area, between or among such Persons on a daily basis.

4.9 VIOLATIONS BY PERMIT HOLDERS

a. Any Person who violates any provision of this Section 4 shall be ineligible to obtain an Expressive Activity Permit for at least six months, and any Expressive Activity

Permit that such Person then holds shall be immediately voided.

b. If a Person is convicted of engaging in criminal activity while conducting an Expressive Activity at the Airport, or if the Airport Director reasonably determines that a Person has engaged in violent or threatening behavior, or behavior that disrupts Airport operations, while conducting an Expressive Activity on the Airport, the Airport Director may deny such Person an Expressive Activity Permit for up to five years, as the Airport Director reasonably deems appropriate in light of the severity of such behavior or whether the Person has previously been found to have violated the Rules and Regulations, and such Person's existing Expressive Activity Permit, if any, shall be immediately voided. If the Airport Director reasonably determines that a Person poses a significant threat to the safety or security of Persons, or operations, on the Airport for a term beyond five years, the Airport Director may deny such Person an Expressive Activity Permit for however long the Airport Director reasonably deems such Person such a threat.

c. The Airport Director may revoke any existing Expressive Activity Permit without prior notice, provided that, if the Airport Director revokes a Person's Expressive Activity Permit or deems an existing or past Expressive Activity Permit holder ineligible for such a permit, the Airport Director shall then so notify that Person by mailing a letter, explaining the Airport Director's decision, to the address shown on that Person's most recent Expressive Activity Permit.

d. A Person whose Expressive Activity Permit is revoked or whom the Airport Director deems ineligible for such a permit may seek review of such decision by delivering a written petition to the Airport Director. The Airport Director may sustain, reverse, or modify the revocation or ineligibility determination, or request more information from the petitioner, within ten business days of receiving the petition. If the Airport Director issues no such decision or request within ten business days after receiving the petition, the petition shall be deemed denied.

4.10 ACTIVITIES DURING EMERGENCIES

In the event that the Airport Director declares an Airport Emergency, or if the County's Director of Emergency Management declares an emergency that the Airport Director deems applicable to part or all of the Airport (an "Applicable Emergency"), then any Person engaged in an Expressive Activity in an area affected by the Airport Emergency or Applicable Emergency shall immediately cease such Expressive Activity and not resume such Expressive Activity until the Airport Director announces the termination of the Airport Emergency or Applicable Emergency.

SECTION 5. ENVIRONMENTAL MANAGEMENT

5.1 GENERAL

a. No Person may dispose of garbage, papers, refuse or other forms of trash, including cigarettes, cigars and matches, on the Airport except in receptacles provided for such purpose.

b. All Airport users must exercise the utmost care to guard against fire and injury to persons or property.

c. No Person may use any lighter or have any other open flame within one hundred (100) feet of an Aircraft or as otherwise prohibited by Applicable Laws or by any order of the Airport Director.

d. Except with the Airport Director's prior written approval, no Person may dispose of any fill or building material, or any other discarded or waste material, on the Airport, nor place liquids in the storm drains or the sanitary sewer system at the Airport which will damage such drains or system or will result in environmental pollution passing through such drains or system.

e. Any solid or liquid material spilled at the Airport shall immediately be cleaned up by the Person responsible for such spill, and such Person shall immediately report that spill to the Airport Director.

f. Chemicals, paints, oils or other products must be disposed of only in accordance with all Applicable Laws.

g. No tenant, lessee, concessionaire, or agent thereof doing business on the Airport may keep uncovered trash containers on any part of the Airport.

5.2 FUELING OPERATIONS

a. The Rules and Regulations adopt, by reference, each of the following, and no Person may conduct any activity on the Airport, including without limitation the fueling or defueling of Aircraft or the handling or storage of fuel, except in compliance therewith:

1. All of the County's applicable fire and environmental-management codes, standards, and recommended practices now in existence or hereafter amended or promulgated;

2. All applicable standards and recommended practices of the National Fire Protection Association (NFPA), including, without limitation, NFPA 407, *Standard for Aircraft Fuel Servicing*, now in existence or hereafter promulgated and not in conflict with any Applicable Laws, the Rules and Regulations, the Policies, the Standard Procedures, or Directives; and

3. Air Transport Association (now Airlines for America) Specification 103, *Standard for Jet Fuel Quality Control at Airports*, as such document may be amended or superseded from time to time.

b. No Aircraft may be fueled or defueled while inside any building or structure.

c. Any Person, including the owner or operator of Aircraft, causing overflowing or spilling of fuel, oil, grease or other contaminants anywhere on the Airport shall be responsible for ensuring the immediate cleanup of such spillage. In the event of failure or refusal to comply with such cleanup requirements, the spillage may be cleaned up by the Airport at theresponsible party's expense, provided that no such cleaning or compensation therefor shall relieve the responsible party of any applicable penalties or liability for failure to clean the spill itself.

d. Any fuel spillage must be reported immediately to Airport Control via telephone by dialing (305) 292-4625. Details of all spills must be reported to the Airport, in compliance with the procedures contained in the Airport Emergency Plan (AEP) and/ or Stormwater Pollution and Prevention Plan (SWPPP) as appropriate. Aircraft, fuel delivery devices and other vehicles will not be moved or operated in the vicinity of the spill until the spillage is removed. The Person causing the spill will promptly post a fire guard.

e. If a fire occurs in or near a fuel delivery device while servicing an Aircraft, Airport Control must be notified by dialing (305) 292-4625. Fueling must be discontinued immediately and all emergency valves and dome covers must be closed at once.

f. No fuel vehicle designed for or employed in the transportation of fuel may be operated on a taxiway or runway at any time without prior permission from the Airport.

g. Aircraft fuel tenders are allowed to engage in fueling on the airside terminal ramps or aprons; provided, however, that no fuel tender will operate on any of the airside terminal ramps or aprons without first entering into a written agreement with the Airport as to the specifics for such operation.

h. No Person may start the engine of an Aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the Aircraft.

i. No Person may operate a radio transmitter or receiver, or switch electrical appliances on or off, in or adjacent to an Aircraft while it is being fueled or defueled.

5.3 AUTHORITY TO DISPENSE AVIATION FUEL

a. Only those Persons authorized by the Airport Director via a current self-fueling or commercial fueling permit may dispense fuel into any Aircraft.

b. No Person may dispense aviation fuel directly into a Motor Vehicle or sell fuel for

such purposes.

c. Nothing in the Rules and Regulations shall be interpreted to restrict any Person's right to self-fuel that Person's aircraft in accordance with FAA policy.

5.4 LEASEHOLD CARE

a. All persons occupying space at the Airport shall keep the space allotted to them clean and free from rubbish and accumulation of any material.

b. Only boxes, crates, paint or varnish cans, bottles and containers that carry a UL safety marking or other industry or government approval may be stored in or about any leasehold.

c. Floors shall be kept clean and free from fuel and oil.

d. The use of volatile or flammable solvents for cleaning floors is prohibited.

e. Only metal receptacles, approved by the Airport Director, with a self-extinguishing cover may be used for the storage of oily waste rags and similar material.

f. The tenant of each leasehold shall ensure that the contents of all waste receptacles are removed daily and lawfully disposed of daily.

g. When an Aircraft is undergoing engine or airframe maintenance on the Airport, the Person then responsible for such Aircraft shall ensure that a drip pan is placed under each engine of that aircraft, and kept from overflowing or leaking, at all times.

h. All clothes lockers on the Airport shall be constructed of metal or other fire-resistant material.

5.5 HAZARDOUS MATERIALS

a. No Person may, except in compliance with all Applicable Laws and with the prior permission of the Airport Director, keep, transport, handle, or store at, in or upon the Airport any cargo of explosives or other hazardous articles which are barred from being loaded in, or being transported by, civil Aircraft in the United States under Applicable Laws. Compliance with Applicable Laws will not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport. Advance notice of at least twenty-four (24) hours must be given to the Airport Director to permit full investigation and clearances for any operation requiring a waiver of these Rules and Regulations.

b. No Person may offer, and no Person may knowingly accept, any hazardous article for

shipment at the Airport unless the shipment is handled and stored in full compliance with all Applicable Laws, including without limitation current federal aviation regulations.

c. Any Person engaged in the transportation of hazardous articles shall have designated personnel at the Airport authorized and responsible for receiving and handling such shipments in compliance with all Applicable Laws.

d. Any Person engaged in the transportation of hazardous articles must provide storage facilities which reasonably ensure against unauthorized access by or exposure to Persons and against damage to shipments while at the Airport.

5.6 STORAGE OF EQUIPMENT

Unless otherwise provided for by a contractual agreement, no Person may use any area of the Airport, including buildings, whether privately or publicly owned, for the storage of cargo or any other property or equipment without prior permission of the Airport Director. The Airport Director will have the authority to order such cargo or other property to be removed and stored at the expense of the owner or consignee without responsibility or liability by the Airport.

5.7 REPAIRING AIRCRAFT

a. No Person may repair an Aircraft or Aircraft engine, propeller or other Aircraft apparatus in any area of the Airport other than those areas specifically designated by the Airport Director for such repairs, except that minor adjustments or repairs may be made while the Aircraft is at an Aircraft parking position prepared for departure. Any Aircraft being repaired at a gate position shall be immediately moved to another location upon the Airport Director's request.

b. Aircraft repairs in storage areas of hangars are limited to inspections and replacements of parts and repairs incident thereto, provided such repairs do not involve appliances using open flames or heated parts.

c. The starting or operation of Aircraft engines inside any hangar is prohibited. This prohibition will not be construed as prohibiting the use of tractors with NFPA approved exhaust systems when moving Aircraft within any hangar.

d. This subsection 5.7 shall not be construed to prohibit the emergency repair of any Aircraft or Motor Vehicle to the extent that such repair is necessary to move the Aircraft or Motor Vehicle from the Movement Area or to address a leak or risk of fire or explosion posed by the Aircraft or Motor Vehicle.

5.8 AIRCRAFT PAINTING

No Person may paint an Aircraft on the Airport except in facilities, and according to safety protocols, that meet the facility and safety standards set by the federal Occupational Safety

and Health Administration, any applicable state or local requirements, and all Applicable Laws.

5.9 POWDER OR EXPLOSIVE CARTRIDGE ACTIVATED TOOLS

No Person may use powder or explosive cartridge activated tools or fastening devices anywhere on the Airport without prior written authorization of the Airport Director.

5.10 SAFETY MANAGEMENT SYSTEM

Any Person on the Airport shall comply with a request by the Airport Director for information that the Airport Director reasonably considers necessary for the County to comply with the requirements of the Airport's Safety Management System.

SECTION 6. AERONAUTICS

6.1 INDEMNIFICATION

a. By using the Airport for any aeronautical purpose, including but not limited to the operation, maintenance, or movement of an Aircraft, each Aircraft operator, owner, and pilot hereby, to the greatest lawful extent, releases, holds harmless, and indemnifies the County, including but not limited to the BOCC, the Airport Director, and employees, agents, representatives, successors, and assigns of the County, of the BOCC, or of the Airport Director (those indemnified parties the "Indemnitees") from any action, claim, or liability for any damage to property, personal injury, or death resulting directly or indirectly from such Aircraft operator's, owner's, or pilot's operation, use, or maintenance of such Aircraft, or any other Aeronautical Activity related to such Aircraft, at the Airport, except when the liability of the County results from the gross negligence of the Indemnitees.

b. The duty to indemnify under paragraph 6.1(a) includes the duty to pay or reimburse the reasonable attorney's fees, expert-witness fees, court costs, and other costs of litigation, and the expenses of investigation for any action or claim, incurred by any of the Indemnitees.

6.2 PROHIBITED OPERATIONS AND LIABILITY

a. No Person may operate an Aircraft at the Airport in a careless manner or without due regard for the rights and safety of others.

b. The County may hold any Aircraft operator liable for any personal injury, death, or property damage caused to the County, including to any of the members of the BOCC, any of the County's other elected or appointed officials, and any of the County's employees or agents, by such Aircraft operator or such operator's agent(s) or invitee(s) on or over the Airport.

c. No Person may take any Aircraft from the airfield or hangars or operate such Aircraft while under the influence of alcohol or illegal drugs.

d. No Person may aim, throw, shoot or propel any object or laser beam in such a manner as to interfere with or endanger the safe operation of any Aircraft taking off, landing or operating on the Airport or of any Motor Vehicle operating on the Airport.

6.3 DENIAL OF USE OF AIRPORT

When necessary to avoid endangering persons or property and to be consistent with the safe and efficient operation of the Airport, the Airport Director has the right at any time to close the Airport, in its entirety or in part, to air traffic, to delay or restrict any flight or other Aircraft operation, to deny take-off permission, and to deny the use of the Airport or any portion

thereof to any specified class of Aircraft or any individual or group. In the event the Airport Director believes the condition of the Airport to be unsafe for landings or take-offs, it will be within his or her authority to issue, or cause to be issued, a Notice to Air Mission (NOTAM) closing the Airport or any portion thereof. Nothing in this subsection 6.3 shall be construed to supersede the authority of the FAA over aviation safety or aircraft operations.

6.4 AIRCRAFT ACCIDENTS AND INCIDENTS

a. Incident Reporting

In addition to any other reports required by any Applicable Law or by the Rules and Regulations, the pilot or operator of any Aircraft involved in an accident or incident on the Airport that causes personal injury or property damage must make a prompt and complete report concerning said accident or incident to Airport Control via telephone, by dialing (305) 292-4625. If a written report of an accident or incident is required by Applicable Laws, including but not limited to the regulations of the FAA or of the National Transportation Safety Board, the pilot or operator filing such report must also file a copy of such report with the Airport Director. All such reports must be filed with the Airport Director within a reasonable time of the accident or incident.

b. Disabled Aircraft

Subject to compliance with all applicable federal aviation regulations and any orders of federal investigators, the Aircraft owner will be responsible for the prompt removal of all disabled Aircraft and parts of such Aircraft at the Airport, as reasonably directed by the Airport Director. In the event of the owner's failure or refusal to comply with such directions, the disabled Aircraft or any and all parts thereof may be removed by the Airport Director at the owner's expense and without liability to the County, including but not limited to the Airport Director, for damage which may result from such removal.

c. Tampering with Aircraft

1. No Person may interfere or tamper with any Aircraft, operate any Aircraft, or use or move any Aircraft or Aircraft part, instrument or tool without permission of the owner of such Aircraft or Aircraft part, instrument, or tool.

2. The Airport Director may deny a Person access to an Aircraft or Aircraft part, instrument, or tool if the Person fails to present evidence, reasonably acceptable to the Airport Director, of ownership of, or permission from the owner to use, move, or operate, that Aircraft or Aircraft part, instrument or tool.

d. Cleaning, Maintenance and Repair of Aircraft

No Person may clean, paint, wash, polish or otherwise maintain an Aircraft on the Airport except in areas approved, and in the manner designated by, the Airport

Director.

e. **Hand-Propping Aircraft**

Aircraft hand-propping is not allowed unless there is no other means of starting the Aircraft. Pilots are solely responsible for liability resulting from this type of action.

f. **Certification of Aircraft and Licensing of Pilots**

There shall be displayed onboard all Aircraft operating at the Airport a valid airworthiness certificate issued by the FAA or by a foreign government having jurisdiction over the aircraft. Each Aircraft operating at the Airport shall further display on the Aircraft's exterior a valid registration number issued by the FAA or by the foreign government having jurisdiction over the Aircraft. All Persons operating Aircraft on the Airport shall possess an appropriate license issued by the FAA or by a foreign government having jurisdiction over such Person.

g. **Registration of Aircraft**

The County may require the registration of pilots and/or Aircraft based at the Airport.

h. **Payment of Fees**

An Aircraft owner or operator shall pay all rentals, fees and charges relating to such Aircraft's use of Airport premises and facilities before take-off. In lieu of such payment, satisfactory credit arrangements may be made by the owner or operator of the Aircraft with the County or with the appropriate FBO before leaving the Airport.

6.5 AIRPORT OPERATING RESTRICTIONS

a. **Operations Subject to Limitation**

The Airport is a busy commercial airport that is geographically constrained by heavily developed land and by the Atlantic Ocean. To ensure the safe and efficient operation of the Airport, the Airport Director may limit various aeronautical operations at the Airport, including but not limited to the following types of operations:

1. The operation of Aircraft not registered with the FAA or the equivalent aviation-safety agency of a foreign nation;

2. Equipment Demonstration; and

3. Air shows.

The Airport Director shall establish any such limitation or restriction through the

issuance of an Operating Directive.

b. **Operations Prohibited Without Prior Approval**

Without the prior written approval of the Airport Director, no Person may use the Airport to conduct or operate:

1. Powerless Aircraft and ultralights;

2. Banner towing;

3. Kites, model airplanes, UAS, tethered balloons or objects constituting a hazard to Aircraft operations or navigation; and

4. Parachute jumping over or onto the Airport.

c. **Application of Subsections 6.5(a) and 6.5(b)**

The public is advised that activities subject to limitation or restriction pursuant to subsections 6.5(a) and 6.5(b) of the Rules and Regulations may nonetheless be permissible at Marathon International, subject to Applicable Laws and any rules and regulations or other policies applicable to Marathon International.

d. **Take-offs and Landings**

1. No Person may cause an Aircraft, other than a helicopter, to land or take-off at the Airport, except on a runway and in accordance with any instructions provided by the Tower. Helicopters must operate in accordance with directions of the Tower.

2. No Person may turn an Aircraft in order to reverse direction on a runway unless given specific instruction or authorization to do so by the Tower or except in a bona fide emergency.

3. Any Person landing an Aircraft at the Airport will make the landing runway available to other Aircraft by leaving said runway as promptly as safely practicable.

4. Any Person operating or controlling an Aircraft landing at or taking-off from the Airport will comply with applicable Aircraft noise limits promulgated or authorized by the FAA.

5. Aircraft operators are urged, but not required, to comply with the County's voluntary noise abatement procedures for Aircraft operations to or from the Airport.

e. **Preferential Runway Use**

To minimize flights over noise-sensitive residential areas, the Airport maintains Voluntary Noise Abatement Procedures. Pilots are encouraged to comply with the voluntary procedures, as outlined in the Airport's approved Part 150 Noise Compatibility Study.

6.6 AIRCRAFT GROUND RULES

a. **Aircraft Parking**

1. No Person may park an Aircraft in any area on the Airport except those designated, and in the manner prescribed, by the Airport Director. If any Person uses unauthorized areas for Aircraft parking, the Aircraft so parked may be removed by or at the direction of the Airport Director at the sole risk and expense of the Aircraft's owner.

2. Each Person operating an Aircraft on the Airport shall use Aprons only as assigned and consistent with any Operating Directive governing such use.

3. No Aircraft operator may leave his or her Aircraft unattended on the Airport except in a hangar or otherwise in an adequately secured manner.

4. An Aircraft's operator assumes sole responsibility for any article left in his or her Aircraft. The County, including but not limited to the Airport Director, is not responsible for any theft, vandalism, destruction, or loss of any such article.

b. **Derelict and Abandoned Aircraft**

1. No Person may park or store an Abandoned Aircraft or a Derelict Aircraft on Airport property, including leased premises, without the Airport Director's prior written permission.

2. No Person may store or retain Aircraft parts or components anywhere on the Airport, other than in an enclosed facility authorized by the Airport Director for such purpose or in a manner otherwise approved by the Airport Director in writing.

3. Whenever any Aircraft is parked, stored or left in a derelict or abandoned condition on the Airport in violation of the provisions of this Section 6, the Aircraft is subject to removal by the Airport pursuant to section 705.183 of the Florida Statutes.

c. **Starting and Running Aircraft Engines**

1. No Aircraft engine may be run at the Airport unless:

i. A pilot or certified airframe and powerplant mechanic qualified to run the engines of that particular type of Aircraft is at the controls of such Aircraft; and

ii. Blocks have been placed in front of and behind the wheels of that Aircraft or such Aircraft's parking brakes have been set adequately.

2. No Person may run an engine of an Aircraft parked on the Airport in a manner that could injure Persons, damage property, or endanger the safe operation of the Airport.

3. No Person may start or operate an Aircraft engine on the Airport except in the places and times designated for such purposes by the Airport's Policies, Standard Procedures or Operating Directives.

4. Any Person operating an Aircraft on the Airport shall ensure that noise emanating from that Aircraft's engines during ground operations remains within any applicable Aircraft-engine noise limits set by the FAA.

5. No Person shall conduct an engine run-up for any purpose other than preflight except in those areas, and during those hours, prescribed by an Operating Directive and in conformity with the Airport's Voluntary Noise Abatement Procedures.

d. **Aircraft Taxiing**

1. No Person may taxi an Aircraft on the Airport unless such Person has ascertained that there is no danger of collision with any Person or object.

2. All Aircraft shall be taxied at a safe and reasonable speed.

3. All Aircraft operating on the Airport shall be equipped with wheel brakes in proper working order.

4. No Aircraft may be taxied, towed or pushed on any runway or taxiway unless specifically cleared to do so by the Tower.

5. When taxiing Aircraft are converging, the Aircraft involved shall pass each other bearing to the right unless otherwise directed by the Tower.

6. No Aircraft shall taxi between a terminal gate and an Aircraft engaged in a push-back or power-back operation.

7. No Aircraft may be taxied into or out of any hangar under its own power.

8. All Aircraft being taxied, towed or otherwise moved on the Airport shall

proceed with navigational lights on during the period between sunset and sunrise.

9. All Aircraft operations shall be confined to hard-surfaced areas of the AOA and Aprons.

6.7 HELICOPTER OPERATION

a. In addition to complying with all other applicable provisions of the Rules and Regulations, each helicopter operator must:

1. Operate under the direction of the Tower;

2. Taxi, tow or otherwise move with rotors turning only if there is a clear area of at least 50 feet in all directions from the outer tips of the rotors; and

3. Operate at least 200 feet from any area on the Airport where unsecured light Aircraft are parked.

SECTION 7. MOTOR VEHICLES

7.1 GENERAL TRAFFIC REGULATIONS

a. **Authority**

1. The operation of any Motor Vehicle on the Airport shall comply with all Applicable Laws, including the Florida Uniform Traffic Control Law, the M.C.C. and the Rules and Regulations.

2. No Person may operate a Motor Vehicle on the Airport without a valid driver's license that authorizes such operation.

b. **Discharge of Material**

1. No Person may operate an uncovered Motor Vehicle to haul trash, dirt or any other material on the Airport without the prior permission of the Airport Director.

2. No Person may spill or discharge any type of material from a Motor Vehicle operated on the Airport.

c. **Traffic Signs and Signal Devices**

Signs, markers and devices installed on the Airport will be prima facie evidence that they were installed under proper authority. Failure to comply with the directions indicated on any such signs, markers or devices will be a violation of the Rules and Regulations and any applicable provisions of the Florida Uniform Traffic Control Law.

d. **Pedestrian Right-of-Way**

The operator of any Motor Vehicle must yield the right-of-way to a pedestrian who crosses within a marked pedestrian crosswalk, except where the movement of traffic is being otherwise actively regulated by County or MCSO personnel or by traffic control devices. The driver of a Motor Vehicle must exercise due care for the safety of any pedestrian upon a roadway.

e. **Vehicle Condition**

No Person may operate any Motor Vehicle upon the Airport:

1. Which is constructed, equipped, loaded, or otherwise in a condition, such that its operation would endanger persons or property;

2. Which has attached thereto any object or equipment, including that which is being towed, which drags, swings or projects so as to be hazardous to any

Person or property; or

3. In a negligent or reckless manner or in excess of posted speed limits.

f. **Closing or Restricting Use of Airport Roadways**

The Airport Director is authorized to close or restrict the use of any Airport roadway to Motor Vehicles if the Airport Director reasonably determines that such closure is necessary to preserve public safety.

g. **Storing, Parking and Repairing Vehicles**

No Motor Vehicle may be stored, parked or repaired on the Airport, except in areas designated for such purpose by the Airport Director, provided that Persons may conduct minor repairs on a disabled Motor Vehicle to the extent necessary to remove such Motor Vehicle from the Airport.

h. **Slow-Moving Motor Vehicles, Equipment and Machinery**

Every Motor Vehicle and piece of equipment or machinery that is operated on Airport roadways and is designed primarily for use at speeds of less than 25 miles per hour must be equipped with an operating beacon light or display a triangular slow-moving-vehicle emblem that is mounted either on its rear or, in case of towed units, on the rearmost unit being towed.

i. **Engine Turn-Off**

The operator of each Motor Vehicle on the Airport must turn off the Motor Vehicle's engine when such Motor Vehicle is parked, idling anywhere other than at a traffic control device that requires the Motor Vehicle to stop temporarily, or parked or idling to permit the safe passage of a Person, Aircraft, or other Motor Vehicle.

j. **Inspection**

Any Motor Vehicle entering the Airport is subject to inspection in accordance with Applicable Law.

7.2 PROCEDURE IN CASE OF INCIDENT

The driver of any Motor Vehicle involved in a crash, collision, or other incident on the Airport which results in injury to or death of any Person or in damage to property shall immediately stop such Motor Vehicle at the scene of the incident and, by the quickest means of communication, give notice of the incident to MCSO.

7.3 SPEED LIMITS

The operator of a Motor Vehicle shall drive such Motor Vehicle on the roadways and other

vehicular traffic areas on the Airport, including parking areas, only at a speed that is reasonable and prudent under the existing conditions, with due regard for actual and potential hazards, and shall comply with speed limits indicated on signs posted and maintained by the Airport. In areas of the Airport in which speed-limit signs are not posted, the speed limit shall be 15 miles per hour as established in M.C.C. sec. 25-2.

7.4 DESIGNATED ONE-WAY DRIVES

Vehicular traffic on the entrance and exit roadways serving the Passenger Terminal Complex shall be one-way only. No Person may move a Motor Vehicle on any such roadway in the direction opposite to that indicated by signage.

7.5 VEHICLE OPERATIONS ON AIR OPERATIONS AND MOVEMENT AREAS

a. No Person may operate a Motor Vehicle on the AOA or Movement Area without the prior permission of the Airport Director. The Airport Director may require a Person to obtain specialized training prior to operating a Motor Vehicle on the Movement Area.

b. No Motor Vehicle may tow more than three baggage carts or pods at any given time.

c. No Person may park a Motor Vehicle in any portion of the AOA unless such Motor Vehicle is necessary for the servicing of Aircraft or the operation and maintenance of the Airport, and then only if such Motor Vehicle is properly identified in accordance with the Airport Security Program and Airport Certification Manual.

d. No Person may drive a Motor Vehicle or move equipment between an Aircraft and a passenger gate when passengers are boarding or deplaning from the Aircraft.

e. No Person may park a Motor Vehicle in any manner so as to block or obstruct any fire hydrant, any emergency fuel shutoff device or the approaches thereto, any gate or emergency exit, or any building entrance or exit.

f. Aircraft taxiing in the AOA will have the right-of-way over Motor Vehicle traffic.

7.6 PUBLIC PARKING

a. Operators of Motor Vehicles using the public parking facilities at the Airport must observe and comply with all traffic signs posted on said facilities.

b. Motor Vehicles may be parked only in marked parking spaces. No Person may park a Motor Vehicle in any marked parking space in such a manner as to occupy a part of another space.

c. No Person may park a Motor Vehicle in any area requiring payment for parking without paying the required parking charges for the right and privilege of parking.

d. Any Motor Vehicle remaining in a public parking facility on the Airport for greater than 45 days will be considered an Abandoned Vehicle unless the operator of that Motor Vehicle obtains the Airport Director's prior written authorization to park for greater than 45 days.

7.7 RESERVED PARKING

No Person may park any Motor Vehicle in a reserved parking area without a valid parking permit issued by the Airport Director. Each Motor Vehicle parked in a reserved parking area must prominently display such permit or insignia provided by the Airport Director for the purpose of indicating such permit. Every such Motor Vehicle shall be parked only in the space or area specifically assigned to that Motor Vehicle.

7.8 LOADING AND UNLOADING OF VEHICLES

No Person may stop a Motor Vehicle for loading, unloading or any other purpose on the Airport other than in areas specifically designated by the Airport Director for such use and only in the manner prescribed by signs, roadway markings, and other traffic-control indicia. Stopping on the passenger arrival and departure roadways and the commercial curbs of the Passenger Terminal Complex is permissible only to active load or unload passengers and their baggage. The MCSO may cite and tow unattended Motor Vehicles not in parking spaces designated for such Motor Vehicles' use.

7.9 AUTHORITY TO REMOVE VEHICLES

The Airport Director and the MCSO may each remove or cause to be removed from any Restricted Area or reserved areas, any roadway or right-of-way, and any other area on the Airport, any Motor Vehicle which is disabled, abandoned, illegally or improperly parked, or which creates an obstruction. Any such Motor Vehicle shall then be under the control and authority of the company removing it and shall be released to the Motor Vehicle's owner or operator upon proper identification of the Motor Vehicle and of the Person claiming it and upon payment of any due and owing towing charges and parking and storage fees. Neither the County nor MCSO shall be liable for damage to any Motor Vehicle or loss of personal property which might result from the lawful removal thereof from the Airport.

7.10 IMPOUND OF MOTOR VEHICLES IN EMPLOYEE PARKING LOTS

Motor Vehicles parked in any Airport employee parking lot are subject to removal in accordance with subsection 7.9 if they lack a valid, unexpired employee parking authorization.

7.11 ISSUANCE OF TRAFFIC CITATIONS AND TICKETS

MCSO deputies are authorized to issue traffic citations and parking tickets for violation of any provision of the Florida Uniform Traffic Control Law, M.C.C. sec. 5-24, M.C.C. Chapter 25 or the Rules and Regulations governing the operation, loading, unloading or parking of Motor Vehicles on the Airport.

SECTION 8. COMMERCIAL GROUND TRANSPORTATION

8.1 USE OF FACILITIES

a. Unless otherwise provided by an agreement or permit with the County, each Commercial Ground Transportation Operator, may deliver customers to the Airport and meet Pre-Reserved Customers at the Airport only in places designated for such purposes by the County in accordance with the County's Ground Transportation Resolution.

b. Unless otherwise provided by permit issued by or agreement with the County, or in instances where a valid reservation for a Pre-Reserved Customer is made, no Commercial Ground Transportation Operator may pick up a passenger, or offer to pick up a passenger, on the Airport.

8.2 FEES AND CHARGES

The County will establish and collect fees and charges from Commercial Ground Transportation Operators that operate to, from, or at the Airport in accordance with the Airport's Ground Transportation Resolution.

8.3 COMPLIANCE WITH POLICIES, RULES AND REGULATIONS, STANDARD PROCEDURES AND OPERATING DIRECTIVES

All operators of Commercial Vehicles will be subject to the Ground Transportation Resolution, these Rules and Regulations, and the Airport's Policies, Standard Procedures and Operating Directives. In addition, they will be subject to on-site supervision and direction by authorized Airport personnel and MCSO staff.

8.4 UNAUTHORIZED PARKING

No Commercial Vehicle may be left unattended on the Airport without prior written permission of the Airport Director, except when parked in a designated public parking facility.

SECTION 9. ENFORCEMENT

9.1 CEASE AND DESIST ORDERS

The Airport Director may, verbally or in writing, order any Person to cease and desist from any activity or conduct that violates the Rules and Regulations, Policies, Standard Procedures, or Operating Directives or that the Airport Director otherwise determines to pose a safety or security threat to the Airport or to Persons thereon.

9.2 REMOVAL FROM OR DENIAL OF ACCESS TO AIRPORT

a. Any Person who fails to comply promptly with a cease-and-desist order issued by the Airport Director shall be considered a trespasser on the Airport.

b. If a Person fails to comply with a cease-and-desist order issued by the Airport Director, the Airport Director may deny that Person access to the Airport and may order that Person removed from the Airport by County staff or the MCSO.

c. If the Airport Director denies a Person access to the Airport or orders a Person removed from the Airport, such person shall be issued a trespass warning in accordance with M.C.C section 17-8.

d. Without the need for a cease-and-desist order or any other prior process, the Airport Director may order the immediate removal of any Person whom the Airport Director reasonably determines to pose a danger or disruption to the peaceful, orderly operation of the Airport or the lawful, authorized activities of Airport users.

9.3 APPEALS OF TRESPASS WARNINGS

a. A person who has been issued trespass warning may file an appeal as provided in M.C.C. sec. 17-8(i).

b. Nothing in the Rules and Regulations shall prevent a Person from exercising any legal right to challenge a trespass warning before a court or government agency of competent jurisdiction.

9.4 REMOVAL OF PROPERTY

a. The Airport Director may remove or cause to be removed from any Restricted Area, reserved area, roadway or right-of-way, or any other area or structure at the Airport, any property which is disabled, abandoned or unattended; which poses a nuisance or impediment to the safe, secure, peaceful, or efficient operation of the Airport or the lawful, authorized activities of Persons thereon; or which is otherwise situated in an illegal, improper or unauthorized manner. The Airport Director or the MCSO may remove or cause to be removed any such property to an impound area or other area designated by the Airport Director or the MCSO, all at the expense of the owner of such Property.

b. Any property impounded by the Airport Director, or by the MCSO, will be released to the owner or operator thereof upon the completion of both of the following:

1. Such owner's or operator's provision of identification, satisfactory to the Airport Director or the MCSO, that establishes that such Person is in fact the property's owner or operator; and

2. Such owner or operator paying all applicable towing, removal, or storage charges and any other accrued fees and fines.

c. Neither the County, including without limitation the Airport Director, nor MCSO shall be liable for any damage or loss or diminution of value which may be caused to the property by the Airport Director's or the MCSO's removal or storage thereof in accordance with this subsection 9.4.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I7
2023-2129

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
n/a

STAFF CONTACT: Katie Atkins

AGENDA ITEM WORDING:

Approval of a sponsorship contract with Race World Offshore, LLC in the amount of $7,500 for the Key West International Airport to sponsor the second annual Race World Offshore 7-Mile Offshore Grand Prix powerboat races in Marathon, Florida, under Airport promotional sponsorships Resolution No. 123-2021.

ITEM BACKGROUND:

The Airport wishes to promote goodwill toward the County and the Airport and sponsor the annual Race World Offshore 7-Mile Offshore Grand Prix to be held April 26-28, 2024. The Airport's logo and sponsorship will reach at least 7,500 views via banners displayed in key areas, on the raceworld.com website, social media, email blasts, and the in-person and the livestream broadcast.

PREVIOUS RELEVANT BOCC ACTION:

Approval of Airport promotional sponsorship Resolution No. 123-2021 on March 17, 2021.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION:

Approval.

DOCUMENTATION:

Resolution 123-2021.pdf
MTH RWO Sponsorship Form.pdf

FINANCIAL IMPACT:
Total Dollar Value of Contract: $7,500.00
Total Cost to County: $-0-
Current Year Portion: -0-
Budgeted: Yes
Source of Funds: Airport Operating Fund 404

RESOLUTION NO. 123 – 2021

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA DELEGATING AUTHORITY TO THE DIRECTOR OF AIRPORTS AND APPROVING THE USE OF KEY WEST INTERNATIONAL AIRPORT ENTERPRISE REVENUE FUNDS TO BE USED FOR PROMOTIONAL SPONSORSHIPS.

WHEREAS, Florida Statute 331.20 grants to the Board of County Commissioners the right, power, and authority to publicize, advertise, and promote the activities of its airport in order to make known the advantages, facilities, resources, products, attractions, and attributes of its airport; and

WHEREAS, the Department of Transportation, Federal Aviation Administration has promulgated the Policies and Procedures Concerning the Use of Airport Revenue in the Federal Register at 64 Fed. Reg. 7696, February 16, 1999, and

WHEREAS, the Policies and Procedures Concerning the Use of Airport Revenues lists the permitted uses of airport revenue and includes, among other things, the full costs of activities directed towards promoting public and industry awareness of airport facilities and services; and

WHEREAS, Key West International Airport has sponsored community organizations and community events from Key West High School to the Naval Air Station Key West Air Show to the Wounded Warrior Ride; and

WHEREAS, community involvement and community outreach through paid sponsorships of community organizations help effectuate the purposes of F.S. 331.20 and promotes and engenders goodwill toward the airport and the county; and

WHEREAS, the board desires to set forth a policy permitting the use of airport enterprise revenue funds to support community promotional sponsorships;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County BOCC (The Board) desires to establish a positive relationship with the community and Key West International Airport.

Section 2. The Board finds that promotional sponsorships which raise the goodwill toward the county by making known the advantages, facilities, resources, products, attractions,

and attributes of the Key West International Airport and/or the Florida Keys Marathon International Airport serve a public purpose.

Section 3. In furtherance of this resolution, the Board incorporates the rationale set forth in the memo attached as Exhibit A as if fully set forth herein.

Section 2. The Board hereby delegates to the Director of Airports the authority to publicize, advertise, and promote the activities of its airports; to make known the advantages, facilities, resources, products, attractions, and attributes of its airport; to create a favorable climate of opinion concerning its airport and to cooperate with other agencies, public and private, to accomplish these purposes.

Section 4. Expenditure thresholds shall be based on the level of anticipated community outreach (community exposure). "Community exposure" shall be defined as the total number of individuals the outreach activity is estimated to reach. The Board hereby authorizes sponsorship expenditures to publicize, advertise, and promote the activities of its airport in the following amounts:

Rate of Community Exposure	Maximum Director Expense
Up to 5,000 people	$5,000.00
5,001 to 10,000 people	$10,000.00
Greater than 10,000	$19,999.99

PASSED AND ACCEPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 17th day of March, 2021.

Mayor Michelle Coldiron	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Craig Cates	Yes
Commissioner Eddie Martinez	Yes
Commissioner Mike Forster	Yes

FILED FOR RECORD
2021 APR -5 PM 2:41
CLK. CIR. CT.
MONROE COUNTY, FLA.

(SEAL)

Attest: KEVIN MADOK, Clerk

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FL

By _____
Mayor Michelle Coldiron

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/2/21

EXHIBIT A

Key West
International Airport

3491 South Roosevelt Boulevard Key West, Florida 33040

AIRPORT MEMO

From: Erick D'Leon, Asst. Director of Airports

To: Richard Strickland; Beth Leto

Date: October 30, 2020

Re: Airport Promotion and Community Relations

Introduction

The Key West International Airport is a substantial component of the Key West community and offers the island's most significant economic engine with a combined annual economic output totaling $856 million. As the Airport continues to exhibit rapid growth trends in every aspect of its operation, it is imperative for the Airport to maintain a positive relationship within its small island community. This is accomplished by strategic community outreach efforts to ensure that all citizens are aware of the Airport and express a favorable opinion of the Airport's successful future. Although generally intangible, maintaining a community relationship that promotes a positive airport outlook ensures that the Airport can continue to prosper efficiently and effectively within the physical and sociological limitations of operating on an island.

Background

The Federal Aviation Administration (FAA) deems that public use airport's expenditure of funds for the promotion of an airport and marketing of airport services are legitimate costs of an airport's operation. Additionally, the FAA entrusts airport management to assure that the level of expenditures for such purposes be reasonable in relation to the airport's specific financial situation.

Airport funds may be used to support community activities, or community organizations, if the expenditures are directly and substantially related to the operation of the airport. In addition, the policy provides explicitly that where the amount of the contribution is minimal, the airport operator may consider the "directly and substantially related to air transportation" standard to be met if the contribution has the intangible benefit of enhancing the airport's acceptance in local communities impacted by the airport.

As a point of reference, the Key West International Airport, like many other commercial airports, through a combination of Federal, State, and Airport generated funds, maintains a federally mandated Noise Insulation Program (NIP) for eligible family residences. The NIP has expended substantial funding to lessen the impact, and associated burden, of aircraft noise to single family homes and multi-family condominium facilities in Key West by way of noise insulation efforts. The multi-year program creates a cohesive environment in which the Airport and its numerous operations are an accepted part of the community's daily function.

Community Relations

Recently the Airport announced plans to pursue a major capital improvement plan combining millions of dollars in development to completely overhaul the manner in which the Airport operates. The improvements, developed to meet air service demand, include a new terminal concourse and significant roadway improvements to streamline and improve the passenger experience.

However, as the Airport continues to make significant strides in air service development, which supports the community's tourism based economy, the island of Key West is home to only twenty five thousand permanent residents. In a small town community, such as Key West, the importance of a grass roots effort to establish a positive community relationship cannot be overstated. That relationship is fostered through strategic efforts that focus on hosting community events, public outreach presentations, key marketing efforts, and the encouragement of constant feedback from the community through ad-hoc committees and other public forums.

The Airport has historically selected the neighboring Key West High School Athletics Department as a recipient of an annual sponsorship. The sponsorship offers tangible and intangible benefits to the operation of the Airport. While the relationship benefits are intangible, the tangible benefits of hometown marketing are of incredible value to the Airport and a critical focus to all promotional marketing efforts.

The local community is vital to the future success of the airport. Utilizing simple marketing efforts such as banner advertisements and other key signage, local event programs and print media, and radio advertisements are all part of a larger effort to continually keep the local community involved with the Airport. Therefore, the participation with local groups such as the Key West High School Athletics Dept., a local non-profit youth athletics dance association, or a wounded warriors ride, the effort ensures the Airport maintains a positive position within the growth and daily life of the community that supports the Airport's operation.

State and Federal Guidance

As previously stated, the FAA offers clear guidance on how revenues used for promotional/ marketing efforts, and revenues used for donations to charitable/ community service organizations are classified as permitted uses. The guidance can be found in Federal Register/ Vol. 64, Pgs. 7696-7723, Policy and Procedures Concerning the Use of Airport Revenue.

Additionally, Florida Statute 331.20 empowers the BOCC to expend funds to publicize and promote the airport and its related facilities, and to create a favorable climate of opinion in the interest of promoting and engendering goodwill toward its airport.

Policy Request

We request to clarify that promotional, marketing, and community outreach efforts in addition to charitable donations are, as defined by existing state and federal guidelines, part of the Airport's normal operating expenses. Included in those expenses, the Airport will focus on the following categories to pursue effective community relations:

Membership: Industry, Economic Development, & Other Associations

Partnership: Education, Military, & Other Agencies

Sponsorship: Youth Development, Tourism, Economic Development, Government Relations, Community, Leadership, Diversity & Inclusion

As with all other operational expenses, as these expenses are defined by the FAA, the Airport Director will be provided with the same liberties that are afforded with other aspects of the daily duties associated with the operation of the Airports. However, due to the nature of procurement for event specific memberships, partnerships, or sponsorships, as they may occur, it is not feasible to adhere to standard County procurement policies for multiple price quotes. In these cases, the Airport Director will adhere to the Monroe County Purchasing Policy guidelines for purchasing authority with relation to the purchasing levels for total dollar amount requested.

Additionally, as defined by the FAA, airport management will assure to the BOCC that the total amount of expenditures for such purposes would be reasonable in relation to the airport's specific financial situation. The specific level of director approved expenditures will be based on the level of exposure the expense will provide. For example, if the expenditure will offer a small amount of exposure, up to five thousand people, for the airport, the expense will be limited to five thousand dollars. If the expense will offer a medium amount of exposure, five thousand to ten thousand people, the expense will be limited to ten thousand dollars. If the expense is expected to offer the Airport a significant amount of exposure, greater than ten thousand people, such as with major events, partnerships, or marketing campaigns for air service, the expense will be limited to nineteen thousand nine hundred ninety nine dollars and ninety nine cents; see below chart.

Rate of Exposure	Maximum Director Expense
Up to 5,000 people	$5,000.00
5,000 to 10,000 people	$10,000.00
Greater than 10,000	$19,999.99

Additionally, significant exposure expenses over the Director's procurement authority will abide by the policies and procedures already outlined within the County's purchasing policy, with regard to County Manager approval and/ or BOCC approval.

SPONSORSHIP OPPORTUNITIES 2024



RACE WORLD OFFSHORE

2ND ANNUAL RWO 7-MILE OFFSHORE GRAND PRIX

APRIL 26-28, 2024

PLATINUM SPONSOR

$7,500 SPONSORSHIP PACKAGE

This INCREDIBLE VALUE sponsorship includes hospitality, signage, on-site marketing and more... The **PLATINUM SPONSOR** Package includes the following:

6 VIP Hospitality Passes

- √ *VIP Pass gets you access to special events all weekend long*
- √ *VIP Sunday 10:00 - 2:30 Breakfast & Lunch Buffet (cash bar)*
- √ *Ultimate VIP Experience - Limited capacity*
- √ *VIP Modern furnishings, high tops, tables & seating*
- √ *Excellent site lines of Course, Race Start & Wet Pits*
- √ *Catered buffet breakfast & lunch menu*
- √ *Hospitality Cash Bar*
- √ *Invitation to Opening Drivers Meeting*
- √ *Invitation to daily outermole awards and Sunday Awards Ceremony*
- √ *Company logo prominently displayed on the website*
- √ *Company logo displayed on marketing collateral*
- √ *Company logo displayed on email blasts to large database*
- √ *Company name mention at select ceremonies & Livestream*
- √ *Option to provide giveaways / promotional items in VIP Gift bags*
- √ *Meet the Drivers at schedule events*



On-site Signage at Key Locations

3- 3x5 Designed banners provided and displayed in key areas

Website & Livestream - raceworldoffshore.com & FB Live

Thousands of fans visit and go to raceworldoffshore.com & social media on a daily basis to check the latest information. Fans will see sponsors on the website and regular email blasts. During the livestream broadcast and awards our sponsors will get recognized.

Contact: keywest@raceworldoffshore.com • 305-896-7955 • Visit - raceworldoffshore.com

Sponsorship Contract

Event Venue: Marathon, Florida

APRIL 26-28, 2024

RACE WORLD OFFSHORE

A SPONSOR (Address for correspondence & invoicing)

Company / Organization: Monroe County, Florida / Key West International Airport
Contact Person: Richard Strickland
Position /Job title: Executive Director of Airports
Postal address: 3491 So Roosevelt Blvd. State: Florida
City: Key West
Zip code: 33040
Country: United States
Office Phone: 305.809.5210
Contact Name:
Cell: 305.393.7742
Email Strickland-Richard@monroecounty-fl.gov

B SPONSORSHIP CATEGORY (I would like to confirm)

1	Official Sponsor	☐	$10,000-$25,000 (Thousand US Dollars Only)
2	Diamond Sponsor	☐	$20,000 (Twenty Thousand US Dollars Only)
3	Platinum Sponsor	☒	$7,500 (Seven Thousand Five Hundred US Dollars Only)
4	Gold Sponsor	☐	$5,000 (Five Thousand US Dollars Only)
5	Silver Sponsor	☐	$3,500 (Thirty Five Hundred US Dollars Only)
6	Executive Sponsor	☐	$2,500 (Twenty Five Hundred US Dollars Only)
7	Conch Club Sponsor	☐	$2,000 (Two Thousand US Dollars Only)

C METHOD AND TIMING OF YOUR PAYMENTS

Race World Offshore

- **100% due on receipt of invoice within 10 business days**

Payment Condition
If payment terms are not met, the **ORGANIZER** shall be entitled to cease this contract forthwith and all sums paid by the Sponsor shall be forfeited.

If applicable, FEE will be added at point of invoicing.

Payment by Check

Race World Offshore, LLC
P.O. Box 2246
Key West, Florida 33045

Contact Information
Larry Bleil - larrybleil@gmail.com
1-305-800-RACE
Ext 1

Declaration: The duly authorized signatory, acting for and on behalf of the Sponsor company, hereby declares that she/he acknowledges and accepts the regulations as set out in this form and agrees to comply with the provisions herein contained.

Notes

D FOR FURTHER DETAILS CONTACT

RACE WORLD OFFSHORE

Race World Offshore
Contact Information
Larry Bleil - larrybleil@gmail.com
1-305-800-RACE

E ADVERTISING & SPONSORSHIP CONTRACT BETWEEN

On the one hand Race World Offshore, LLC the 2nd Annual **RWO 7-Mile Offshore Grand Prix** (hereafter called "the **ORGANIZER**"), responsible for the organization and running of the Offshore Event. And on the other hand, the SPONSOR, represented in this act as per details stated in Section A herein, and declaring to have full legal capacity to sign this contract.

DECLARATIONS

ORGANIZER is responsible for hosting and organizing the 2nd Annual **RWO 7-Mile Offshore Grand Prix** that will take place in **Marathon, Florida** in **April** 2024 (hereafter, "the Project").

I. **The SPONSOR**, within its sponsorship and patronage activities, is interested in collaborating with the **ORGANIZER**

II. By virtue of that previously declared, both parties mutually recognise their full capacity and powers to sign this advertising and sponsorship contract, which is subject to the following:

ARTICLES

I. PURPOSE:
By virtue of the present contract, the **ORGANIZER** is committed to provide advertising/marketing/promotion services in benefit of the **SPONSOR** as described in the third article thereafter, and the **SPONSOR** is committed to sponsor the project with the payment of the sponsorship fee in the second article hereafter.

II. SPONSORSHIP FEE:
The SPONSOR undertakes to settle with the **ORGANIZER** the amount of US Dollars as referred in "Section B" in favor of the **ORGANIZER**. This amount will be settled by means of a check to the ORGANIZER of which the beneficiary is ..... as mentioned in "Section C" herein.

III. ADVERTISING/MARKETING/PROMOTION RIGHTS:
From the moment this present contract comes into effect, and until its termination as stipulated in the sixth article hereafter, the **ORGANIZER** is committed to collaborate / promote / benefit the **SPONSOR** within the provided project sponsorship brochure, and during all the preparation, development, organization, race and celebration phases, by means of a insertion of their brand, company name and logo on any printed brochures, proceedings, marketing and on any other information that is published or edited in relation with the project, in accordance with the terms & deliverables described for the **SPONSOR**, as mentioned in sponsor package "Section G" for this contract. The **SPONSOR** will send the rules and standards for the use of their logo if needed, to the **ORGANIZER**, whom shall respect the format and specifications that the **SPONSOR** commands in regard to their logo and company title. Depending on the space provided along with other brands and logos, the logo will be subject to size alteration maintaining the same scale. All commitments to **SPONSOR** will come from expectations and deliverables from Sponsorship Brochure.
The **SPONSOR**, with previous consent from **ORGANIZER**, is entitled to announce and publish their participation in the project by their own means.

IV. ORGANIZATION AND DEVELOPMENT OF THE PROJECT:
ORGANIZER will organize the project by its own means, and has exclusive responsibility of the same. **ORGANIZER** will devote to the project all human and/or material resources that are necessary for fulfilling objectives, and will meet all expenses and costs incurred for the same.

V. COPYRIGHT OF THE SPONSOR:
None of the statements of this present contract surrenders any transmission of copyright or intellectual ownership of the **SPONSOR**.

VI. DURATION:
The present contract will come into effect on the day of its signature and will maintain its validity until the same date as the **Declaration Event Name** is due to be concluded, as is expressed in declaration of this contract.
Nevertheless, if for any reason the race event has not concluded on that date, this contract will maintain its validity until the end of all official acts of the project.

VII. RESOLUTION:
During the validity of this contract, if either of the parties breaches one or more of their obligations, the other may choose between demanding implementation or settlement of the contract, with indemnity for damages and payment of interests in both cases.
If for force majeure reasons either party is unable to meet with their obligations, such as conflict, hurricanes, etc. and impedes them to act in accordance with the conditions and foreseen terms, the affected party will be exempted while such a contingency lasts and all obligations will be re-established upon the conclusion of the same.

IX. CANCELLATION:
In the event of cancellation or termination of this Participation Contract by the **SPONSOR**, the **SPONSOR** shall pay to the **ORGANIZER** cancellation charges
at the following rates:

1. Cancellation more than 90 days before the first day of the event - 50% of contract price
2. Cancellation 60 to 90 days before the first day of the event - 75% of contract price
3. Cancellation less than 60 days before the first day of the event - 100% of contract price

X. APPLICABLE LAW AND JURISDICTION:
This contract is governed by State of Florida Law. Both parts intervene with express renunciation to any jurisdiction that could correspond to them, to submit the controversies that might arise concerning the interpretation or fulfilment of this contract, to the jurisdiction and competence of the courts and pertaining to Florida. And in proof of conformity of all that proceeds, both parties' sign this contract in duplicate and to one sole effect and on the date indicated below.

FOR THE SPONSOR	FOR THE ORGANIZER
Signature:	Signature:
Name: Larry BLEIL	Name: Richard Strickland
Position: Pres	Position: Exec. Dir. of Airports
Date: 02/12/24	BOCC Approval Date: 02/21/24
Place: MARATHON	Place: Key West, Florida

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I8
2023-2132

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
n/a

STAFF CONTACT: Katie Atkins

AGENDA ITEM WORDING:

Approval of a sponsorship contract with Special Olympics, Florida, in the amount of $3,000 for the Key West International Airport to sponsor sports training and competition in a variety of Olympic-type sports throughout the Florida Keys under Airport promotional sponsorships Resolution No. 123-2021.

ITEM BACKGROUND:

The Airport wishes to promote goodwill toward the County and the Airport and sponsor Special Olympics sports training and competition in the Florida Keys. The Airport's logo and sponsorship will reach at least 3,000 views via banners displayed in key event areas locally, via local radio broadcast (104.1 US1 Radio, 97.7 The Zone, 100.1 Thunder Country), the press (Key West Citizen, Keys Weekly), social media, email blasts, and at all events, of which there are several annually. The Airport's logo would also be displayed when athletes travel to Area and Regional Competitions for each sport season (5 seasons) as part of the West Coast Region of Special Olympics Florida.

PREVIOUS RELEVANT BOCC ACTION:

Approval of Airport promotional sponsorship Resolution No. 123-2021 on March 17, 2021.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION:

Approval.

DOCUMENTATION:

Special Olympics Sponsorship Form.pdf
Resolution 123.pdf

FINANCIAL IMPACT:
Total Dollar Value of Contract: $3,000.00
Total Cost to County: $-0-
Budgeted: Yes
Source of Funds: Airport Operating Fund 404

2024 Proposal to Key West International Airport for Support of Special Olympics Florida in Monroe County

The mission of Special Olympics Florida is to provide year-round sports training and competition in a variety of Olympic-type sports for people with intellectual disabilities who wish to participate, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in the sharing of gifts, skills, and friendship with their families, other Special Olympics athletes, and the community.

The ultimate objective of Special Olympics Florida is to help people with intellectual disabilities participate as productive and respected members of society at large, by offering them a fair opportunity to develop and demonstrate their skills and talents through sports training and competition, and by increasing the public's awareness of their capabilities and needs.

Special Olympics Florida offers activities for all ability levels and serves both children and adults. Special Olympics Florida also provides critical health screenings as well as life-changing leadership opportunities for the athletes. All Special Olympics Florida programs and services are at no cost to the athletes or their families. Special Olympics Florida, Inc. is a 501(c)(3) charitable organization.

Special Olympics Florida in Monroe County

In Monroe County, as of January 2024, Special Olympics Florida serves 650+ youth ages eight and above with and without intellectual disabilities in 12 sports, in schools, and in the community. We also offer a variety of developmental programs for ages two and above, as well as athlete leadership training. Our county participation has grown tremendously over the past years. In 2013, we served 80 athletes in the Key West area only, and zero served in other areas of the Keys. In January of 2023, we served 528 athletes in all areas, lower, middle, and upper keys, giving us a growth of 122 participants in one calendar year.

Yearly Event Exposure in Monroe County

Locally we host three events (fall and spring), along with multiple school-based events throughout the school year. Each event has 100-500 people in attendance.

Each event has an Opening Ceremony where our supporters and community VIP members are invited to attend and are honored. Locally we can offer an exposure of at least 1,000 people throughout the calendar year with the currently planned events.

Our most recent event, the 2023 Cornhole Culmination at Key West High School in December, hosted 100 athletes, 25 coaches, and multiple volunteers and fans from the Key West area. We will be holding the Cornhole event again in December 2024.





Upcoming events, the 2024 Unified Championship Schools Soccer Competition at Big Pine Park and the 2024 Bocce Culmination at Big Pine Park, will include all athletes from Lower, Middle and Upper Keys.





The 2024 Soccer Competition will host five soccer teams, including 55 athletes, 10 coaches, and 25 volunteers, along with multiple community members and fans.

The 2024 Bocce Culmination will host over 100 athletes, 25 coaches, 50 volunteers, and multiple community members and fans.

We have plans to expand our local events to include a Swim Competition at Founders Park Pool, along with a Stand-Up Paddle Event to include the general public in the future.



Additional Sponsorship Benefits

We will announce our supporters on local radio (104.1 US1 Radio, 97.7 The Zone, 100.1 Thunder Country), in press (Key West Citizen, Keys Weekly), and on social media for each event, along with displaying a co-branded banner at each event.

Our athletes also travel to Area and Regional Competitions for each sport season (5 seasons) as part of the West Coast Region of Special Olympics Florida. At each event an Opening Ceremony is held where supporters are recognized and also invited to attend.

Upcoming Summer Season Games Competitions:

- Area Games, March 2, are hosted at Lehigh High School in Lehigh, Florida and will include up to 1,000 people for exposure.
- Regional Games, April 13, are hosted at IMG Academy in Sarasota, Florida and will include up to 3,500-4,000 people for exposure.

We would also be able to provide recognition of the Key West International Airport with photos of our teams displaying the co-branded banner at local events, positioned at awards and opening ceremonies, and in press photos. We will travel with the banner to Area/Regional and State events, using it in photos with our teams. These photos may be used for promotion, recognition and display by the Key West International Airport.

Example of Co-Branded Banner



Funding Needs for 15 Games

- Bus travel: $8,800 per bus per game
- Meals: $1,500-$2,000 per game
- Hotels: $2,500-$5,000 per game
- Future plans for travel by plane: $5,000
- Uniforms per sport: $2,500

RESOLUTION NO. 123 – 2021

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA DELEGATING AUTHORITY TO THE DIRECTOR OF AIRPORTS AND APPROVING THE USE OF KEY WEST INTERNATIONAL AIRPORT ENTERPRISE REVENUE FUNDS TO BE USED FOR PROMOTIONAL SPONSORSHIPS.

WHEREAS, Florida Statute 331.20 grants to the Board of County Commissioners the right, power, and authority to publicize, advertise, and promote the activities of its airport in order to make known the advantages, facilities, resources, products, attractions, and attributes of its airport; and

WHEREAS, the Department of Transportation, Federal Aviation Administration has promulgated the Policies and Procedures Concerning the Use of Airport Revenue in the Federal Register at 64 Fed. Reg. 7696, February 16, 1999, and

WHEREAS, the Policies and Procedures Concerning the Use of Airport Revenues lists the permitted uses of airport revenue and includes, among other things, the full costs of activities directed towards promoting public and industry awareness of airport facilities and services; and

WHEREAS, Key West International Airport has sponsored community organizations and community events from Key West High School to the Naval Air Station Key West Air Show to the Wounded Warrior Ride; and

WHEREAS, community involvement and community outreach through paid sponsorships of community organizations help effectuate the purposes of F.S. 331.20 and promotes and engenders goodwill toward the airport and the county; and

WHEREAS, the board desires to set forth a policy permitting the use of airport enterprise revenue funds to support community promotional sponsorships;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County BOCC (The Board) desires to establish a positive relationship with the community and Key West International Airport.

Section 2. The Board finds that promotional sponsorships which raise the goodwill toward the county by making known the advantages, facilities, resources, products, attractions,

and attributes of the Key West International Airport and/or the Florida Keys Marathon International Airport serve a public purpose.

Section 3. In furtherance of this resolution, the Board incorporates the rationale set forth in the memo attached as Exhibit A as if fully set forth herein.

Section 2. The Board hereby delegates to the Director of Airports the authority to publicize, advertise, and promote the activities of its airports; to make known the advantages, facilities, resources, products, attractions, and attributes of its airport; to create a favorable climate of opinion concerning its airport and to cooperate with other agencies, public and private, to accomplish these purposes.

Section 4. Expenditure thresholds shall be based on the level of anticipated community outreach (community exposure). "Community exposure" shall be defined as the total number of individuals the outreach activity is estimated to reach. The Board hereby authorizes sponsorship expenditures to publicize, advertise, and promote the activities of its airport in the following amounts:

Rate of Community Exposure	Maximum Director Expense
Up to 5,000 people	$5,000.00
5,001 to 10,000 people	$10,000.00
Greater than 10,000	$19,999.99

PASSED AND ACCEPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 17th day of March, 2021.

Mayor Michelle Coldiron	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Craig Cates	Yes
Commissioner Eddie Martinez	Yes
Commissioner Mike Forster	Yes

FILED FOR RECORD
2021 APR -5 PM 2:41
CLK. CIR. CT.
MONROE COUNTY, FLA.

(SEAL)

Attest: KEVIN MADOK, Clerk

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FL

By _____
Mayor Michelle Coldiron

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/2/21

EXHIBIT A

Key West
International Airport

3491 South Roosevelt Boulevard Key West, Florida 33040

AIRPORT MEMO

From: Erick D'Leon, Asst. Director of Airports

To: Richard Strickland; Beth Leto

Date: October 30, 2020

Re: Airport Promotion and Community Relations

Introduction

The Key West International Airport is a substantial component of the Key West community and offers the island's most significant economic engine with a combined annual economic output totaling $856 million. As the Airport continues to exhibit rapid growth trends in every aspect of its operation, it is imperative for the Airport to maintain a positive relationship within its small island community. This is accomplished by strategic community outreach efforts to ensure that all citizens are aware of the Airport and express a favorable opinion of the Airport's successful future. Although generally intangible, maintaining a community relationship that promotes a positive airport outlook ensures that the Airport can continue to prosper efficiently and effectively within the physical and sociological limitations of operating on an island.

Background

The Federal Aviation Administration (FAA) deems that public use airport's expenditure of funds for the promotion of an airport and marketing of airport services are legitimate costs of an airport's operation. Additionally, the FAA entrusts airport management to assure that the level of expenditures for such purposes be reasonable in relation to the airport's specific financial situation.

Airport funds may be used to support community activities, or community organizations, if the expenditures are directly and substantially related to the operation of the airport. In addition, the policy provides explicitly that where the amount of the contribution is minimal, the airport operator may consider the "directly and substantially related to air transportation" standard to be met if the contribution has the intangible benefit of enhancing the airport's acceptance in local communities impacted by the airport.

As a point of reference, the Key West International Airport, like many other commercial airports, through a combination of Federal, State, and Airport generated funds, maintains a federally mandated Noise Insulation Program (NIP) for eligible family residences. The NIP has expended substantial funding to lessen the impact, and associated burden, of aircraft noise to single family homes and multi-family condominium facilities in Key West by way of noise insulation efforts. The multi-year program creates a cohesive environment in which the Airport and its numerous operations are an accepted part of the community's daily function.

Community Relations

Recently the Airport announced plans to pursue a major capital improvement plan combining millions of dollars in development to completely overhaul the manner in which the Airport operates. The improvements, developed to meet air service demand, include a new terminal concourse and significant roadway improvements to streamline and improve the passenger experience.

However, as the Airport continues to make significant strides in air service development, which supports the community's tourism based economy, the island of Key West is home to only twenty five thousand permanent residents. In a small town community, such as Key West, the importance of a grass roots effort to establish a positive community relationship cannot be overstated. That relationship is fostered through strategic efforts that focus on hosting community events, public outreach presentations, key marketing efforts, and the encouragement of constant feedback from the community through ad-hoc committees and other public forums.

The Airport has historically selected the neighboring Key West High School Athletics Department as a recipient of an annual sponsorship. The sponsorship offers tangible and intangible benefits to the operation of the Airport. While the relationship benefits are intangible, the tangible benefits of hometown marketing are of incredible value to the Airport and a critical focus to all promotional marketing efforts.

The local community is vital to the future success of the airport. Utilizing simple marketing efforts such as banner advertisements and other key signage, local event programs and print media, and radio advertisements are all part of a larger effort to continually keep the local community involved with the Airport. Therefore, the participation with local groups such as the Key West High School Athletics Dept., a local non-profit youth athletics dance association, or a wounded warriors ride, the effort ensures the Airport maintains a positive position within the growth and daily life of the community that supports the Airport's operation.

State and Federal Guidance

As previously stated, the FAA offers clear guidance on how revenues used for promotional/ marketing efforts, and revenues used for donations to charitable/ community service organizations are classified as permitted uses. The guidance can be found in Federal Register/ Vol. 64, Pgs. 7696-7723, Policy and Procedures Concerning the Use of Airport Revenue.

Additionally, Florida Statute 331.20 empowers the BOCC to expend funds to publicize and promote the airport and its related facilities, and to create a favorable climate of opinion in the interest of promoting and engendering goodwill toward its airport.

Policy Request

We request to clarify that promotional, marketing, and community outreach efforts in addition to charitable donations are, as defined by existing state and federal guidelines, part of the Airport's normal operating expenses. Included in those expenses, the Airport will focus on the following categories to pursue effective community relations:

Membership: Industry, Economic Development, & Other Associations

Partnership: Education, Military, & Other Agencies

Sponsorship: Youth Development, Tourism, Economic Development, Government Relations, Community, Leadership, Diversity & Inclusion

As with all other operational expenses, as these expenses are defined by the FAA, the Airport Director will be provided with the same liberties that are afforded with other aspects of the daily duties associated with the operation of the Airports. However, due to the nature of procurement for event specific memberships, partnerships, or sponsorships, as they may occur, it is not feasible to adhere to standard County procurement policies for multiple price quotes. In these cases, the Airport Director will adhere to the Monroe County Purchasing Policy guidelines for purchasing authority with relation to the purchasing levels for total dollar amount requested.

Additionally, as defined by the FAA, airport management will assure to the BOCC that the total amount of expenditures for such purposes would be reasonable in relation to the airport's specific financial situation. The specific level of director approved expenditures will be based on the level of exposure the expense will provide. For example, if the expenditure will offer a small amount of exposure, up to five thousand people, for the airport, the expense will be limited to five thousand dollars. If the expense will offer a medium amount of exposure, five thousand to ten thousand people, the expense will be limited to ten thousand dollars. If the expense is expected to offer the Airport a significant amount of exposure, greater than ten thousand people, such as with major events, partnerships, or marketing campaigns for air service, the expense will be limited to nineteen thousand nine hundred ninety nine dollars and ninety nine cents; see below chart.

Rate of Exposure	Maximum Director Expense
Up to 5,000 people	$5,000.00
5,000 to 10,000 people	$10,000.00
Greater than 10,000	$19,999.99

Additionally, significant exposure expenses over the Director's procurement authority will abide by the policies and procedures already outlined within the County's purchasing policy, with regard to County Manager approval and/ or BOCC approval.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I9
2023-2160

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Approval of Resolution promulgating an administrative directive for the purpose of setting forth the terms under which a parcel of land, subject to FAA grant assurances, at the Florida Keys Marathon International Airport will be leased to the Monroe Department of Emergency Management from the Monroe County Department of Airports.

ITEM BACKGROUND:
The former Director of Airports obtained a Florida Department of Transportation (FDOT) Aviation grant to assist the County with funding for the construction of a non-aeronautical revenue generating facility at the Marathon Airport. The FDOT grant incorporates the Airport Improvement Program (AIP) grant assurances, and FDOT offered the grant to provide the Marathon Airport with an additional revenue source to meet its obligation to be as self-sustaining as possible. Under AIP grant assurances, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will help make the airport as self-sustaining as possible.

PREVIOUS RELEVANT BOCC ACTION:

On September 19, 2018, the BOCC approved an agreement with the Florida State Department of Emergency Management to accept a grant in the amount of $5.9M for the design and construction of a Monroe County Emergency Operations and Public Safety Center.

On December 19, 2018, the BOCC approved an agreement with the Florida Department of Transportation (Public Transportation Grant G1009) to accept a grant in the amount of $400,000 (to be matched with $400,000 in County funds) for the planning, permitting, design and construction of a non-aeronautical building (EOC) to be constructed on the SW corner of the Marathon airport property. On March 28, 2020, the BOCC approved Amendment No. 1 to FDOT Grant G1009 providing $4,000,000 for construction of the non-aeronautical building, and on April 21, 2021, the BOCC approved Amendment No. 2 providing final funding in the amount of $6,338,000 for construction costs for this project.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
New 40 year agreement effective 04/01/2024 through 03/31/2064.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Resolution - EOC Administrative Directive - Feb. 2024 final.pdf
Resolution - EOC Administrative Directive - Exhibit A.pdf

FINANCIAL IMPACT:

$303,176.00 per year for year one plus annual CPI-U adjustment on term anniversary date. Funding is General Revenue Fund 001.

RESOLUTION NO. _____-2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, PROMULGATING AN ADMINISTRATIVE DIRECTIVE FOR PURPOSES OF SETTING FORTH THE TERMS UNDER WHICH A PARCEL OF LAND, SUBJECT TO FAA GRANT ASSURANCES, AT THE FLORIDA KEYS MARATHON INTERNATIONAL AIRPORT WILL BE LEASED TO THE MONROE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT FROM THE MONROE COUNTY DEPARTMENT OF AIRPORTS.

WHEREAS, during an event that has required the activation of the Monroe County (County) Emergency Operations Center (EOC) the County has historically converted the Board of County Commissioners commission chambers in the Marathon Government Center into the County's EOC; and

WHEREAS, the converted commission chambers have been shown to have shortcomings during past emergency events up to and including the need to evacuate the EOC during Hurricane Irma; and

WHEREAS, the County has had a long-standing need to construct a dedicated EOC facility, capable of among other things, withstanding a category 5 hurricane; and

WHEREAS, Monroe County owns and operates the Florida Keys Marathon International Airport (Marathon Airport); and

WHEREAS, the Director of Airports predecessor applied for and obtained a Florida Department of Transportation (FDOT) Aviation grant for purposes of assisting the County with funding for the construction of a non-aeronautical revenue generating facility; and

WHEREAS, the FDOT aviation grant incorporates the Airport Improvement Program (AIP) grant assurances; and

WHEREAS, under the AIP grant assurances, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will make the airport as self-sustaining as possible; and

WHEREAS, the purpose of the grant was to provide the Marathon Airport with an additional revenue source in order to meet its obligation to be as self-sustaining as possible; and

WHEREAS, the non-aeronautical revenue generating facility is designed to withstand a category 5 hurricane and can therefore be used as an EOC; and

WHEREAS, FAA Grant Assurance #25, as well as the FAA's Policy and Procedures

Concerning Use of Airport Revenue (64 Fed. Reg.7696 (February 16, 1999)), both require that the leasehold premises occupied by the Monroe County Emergency Management Department pay rent to the Monroe County Department of Airports; and

WHEREAS, the Monroe County Department of Airports had an appraisal performed by Slack, Johnston and Maggenheimer, a real estate, appraisal and consultant firm, and the appraisal determined that the fair market value rent of the property should set at $2.00 per sq. ft per year; and

WHEREAS, the purpose of this Agreement Directive is to set forth the duties, responsibilities and obligations of the respective departments for the lease of the parcel of property at the Marathon Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Directive.

The Monroe County Department of Emergency Management (MCEM, Lessee or Tenant) and the Monroe County Department of Airports (MCA or Lessor) are directed as follows.

3. Premises.

MCA hereby leases approximately 151,588 sq. ft. located at the Florida Keys Marathon International Airport as shown on Exhibit A to be used by MCEM for construction of an Emergency Operations Center (EOC). The premises are leased in an as is condition. Upon completion of the EOC facility, the completed facility shall be an MCA asset and will be included in the leasehold premises. MCEM shall be entitled to use, in common with others authorized to do so, the Airport and appurtenances, together with all facilities, equipment and parking areas.

4. Term.

The term of this agreement shall be forty (40) years commencing on April 1, 2024 and terminating on March 31, 2064.

5. Rent.

The initial rent for the premises shall be $303,176 per year computed at two (2) dollars per square foot/per year. Thereafter, on the annual anniversary of the execution of this Agreement, rental rates will be increased by 3% or by an amount equal to the percentage increase in the CPI-U for all urban consumers for the previous calendar year, whichever is lower. In the event of a deflationary CPI, no adjustment in the rental rates will be made.

6. Lessee’s Covenants

a) Lessee MCEM shall be responsible for budgeting and obtaining any additional funds necessary for completing the construction of the EOC facility and shall provide all items and

equipment needed for the operation. Unless otherwise extended, MCEM's items and equipment must be removed from the premises when this lease terminates. MCEM shall be responsible for budgeting and obtaining any funds necessary to install, maintain, operate, repair and replace any and all trade fixtures and other personal property useful from time to time in connection with its operation on the Airport.

b) MCEM agrees to make no exterior architectural changes without the consent in writing of the Director of Airports, whose consent will not be unreasonably withheld.

c) MCEM shall be responsible for budgeting and providing for all maintenance costs necessary for the upkeep of the EOC facility and leasehold premises and for all utility costs associated with the EOC facility and leasehold premises.

7. Public Records Compliance.

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

8. Lessor's Covenants

a) The Lessor does not make any representations or warranties regarding the premises beyond those set forth in this agreement. The taking of possession of the premises by the Lessee is conclusive evidence that the premises were in good and satisfactory condition when the Lessee took possession. In no event will the Lessor be liable for any building construction defects.

b) In the event the premises are partially damaged by fire, explosion, the elements, the public enemy or other casualty, but not rendered untenable, then the premises will be repaired with due diligence by the County. The rent payable under this lease will be waived until the premises are fully restored by the County. In the event the County chooses not to restore the premises, the County will demolish any remaining structure and remove all structural debris from the premises after which MCEM will have no further obligations, duties or rights with regards to the premises.

9. Rights Reserved.

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

10. Inspection of Premises by Lessor.

Lessor and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the leased premises in order to inspect the leased premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto.

11. Nondiscrimination.

The tenant itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights. In addition, Tenant agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the Court order. Tenant agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685 -1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975; as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination based of disability; 10) Secs. 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identify or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

12. Severability

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

provision of this shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Directive would prevent the accomplishment of the original intent of this Directive.

13. Non-Reliance by Non-Parties.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Directive to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder.

14. Other Use.

MCEM shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than as set forth in this Directive.

15. Airport Protection.

It shall be a condition of this Directive;

i) That the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

ii) That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

iii) That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

iv) That at such time in the future as deemed necessary by the Lessor, Lessor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon the premises provided notice is given to the Lessee at least 180 days prior to the start of construction. Should such development become necessary, the Lesssor agrees to pay all costs associated with the protection or relocation of Lessee's facilities to accommodate said airport improvements.

16. Property Rights Reserved.

This Directive and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Marathon Airport.

17. Paragraph Headings.

Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 21st day of February 2024.

Mayor Holly Merrill Raschein _____

Mayor Pro Tem James k. Scholl _____

Commissioner Craig Cates _____

Commissioner Michelle Lincoln _____

Commissioner David Rice _____

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor Holly Merrill Raschein

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/13/24

PART OF
SECTION 1
TOWNSHIP 66 SOUTH RANGE 32 EAST
KEY VACA
MONROE COUNTY, FL

EXHIBIT A

LEGEND:

P.O.B.	POINT OF BEGINNING	CLF	– CHAIN LINK FENCE	(M)	– MEASURED
P.O.C.	POINT OF COMMENCEMENT	A/C	– AIR CONDITIONER	(C)	– CALCULATED
(3)	BH TITLE EXCEPTION	WM	– WATER METER	(P)	– PLAT
APPROX.	APPROXIMATE (A)	P.C.	– POINT OF CURVE	(D)	– DEED
AMHWL	– APPROXIMATE MEAN HIGH WATER LINE	BLDG	– BUILDING	SCO	– SEWER CLEANOUT
O.R.B.	– OFFICIAL RECORD BOOK	CBW	– CONCRETE BLOCK WALL	VS	– VACUUM SEWER PIT
C/L	– CENTERLINE	MF	– METAL FENCE	SD	– STORM DRAIN
R/W	– RIGHT-OF-WAY	WF	– WOOD FENCE	OHW	– OVERHEAD WIRES
PG.	– PAGE	PF	– PLASTIC FENCE	NAVD	– NORTH AMERICAN VERTICAL DATUM
CONC.	– CONCRETE	P.B.	– PLAT BOOK	PRM	– PERMANENT REFERENCE MARKER
E.O.G.	EDGE OF GRAVEL	E.C.P.	– ELECTRIC PANEL	MEP	– METAL UTILITY POLE
O/H	– OVERHANG	TYP.	– TYPICAL		
E.O.P.	– EDGE OF PAVEMENT	TH	– TELEPHONE HANDHOLE		
T.O.B.	– TOP OF BANK		SPOT ELEVATION (EL)		
		ES LB	– LICENSED SURVEYOR – BUSINESS		

PRM	– PERMANENT REFERENCE MARKER		
A/C	– AIR CONDITIONER		
	FIR – FOUND IRON ROD		
	FN – FOUND NAIL		
	FND – FOUND NAIL AND DISK		
	FIRC – FOUND IRON ROD AND CAP		
	SIRC – SET IRON ROD AND CAP		
	SND – SET NAIL AND DISK		
	FIPC – FOUND IRON PIPE CAP		
	UTILITY POLE		
	LP – LIGHT POLE	ILL – ILLEGIBLE	
	WATER METER	CONCRETE	
	LAMP POST		

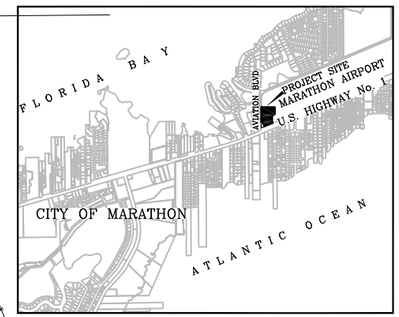
DESCRIPTION: NEWLY WRITTEN

A TRACT OF LAND IN A PART OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON KEY VACA, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBE BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF OLD STATE ROAD No. 4A AND THE WEST LINE OF SECTION 1, TOWNSHIP 66 SOUTH, RANGE 32 EAST, BEAR N.67°22'18"E., ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF OLD STATE ROAD No. 4A, A DISTANCE OF 159.53 FEET TO THE POINT OF BEGINNING; THENCE N.21°24'58"W., A DISTANCE OF 138.20 FEET; THENCE S.89°31'18"W., A DISTANCE OF 22.31 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AVIATION BOULEVARD; THENCE N.00°30'02"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 394.30 FEET; THENCE N.89°56'24"E., A DISTANCE OF 363.16 FEET; THENCE S.00°05'18"E., A DISTANCE OF 194.05 FEET; THENCE S.56°33'38"W., A DISTANCE OF 82.02 FEET; THENCE S.00°01'36"E., A DISTANCE OF 127.96 FEET; THENCE S.11°04'09"E., A DISTANCE OF 63.68 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OLD STATE ROAD No. 4A; THENCE S.67°22'18"W. ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 247.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 151,757.8 SQUARE FEET – 3.48 ACRES MORE OR LESS.

LOCATION MAP



NOT TO SCALE

SURVEYOR NOTES

1. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND IMPROVEMENTS, STRUCTURES, OR FOUNDATIONS. UNDERGROUND UTILITIES SHOWN HEREON ARE SHOWN PER ABOVE GROUND EVIDENCE AND/OR RECORD DRAWINGS OR MUNICIPAL ATLAS INFORMATION AND THE LOCATION OF ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE ONLY. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.

2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

3. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

4. BEARINGS SHOWN HEREON ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983' 2011 ADJUSTMENT. (NAD83(2011)) ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE PROSPECT SURVEYING, LLC ACCEPTS NO RESPONSIBILITY FOR RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS OF RECORD OR OTHER MATTERS AFFECTING TITLE TO LANDS SURVEYED OTHER THAN THOSE RECITED IN CURRENT DEED AND/OR OTHER INSTRUMENTS OF RECORD FURNISHED BY CLIENT.

6. LAST DATE OF FIELD SURVEY: 8-10-20

7. SUBJECT PARCEL AREA = 151,757.8 SQUARE FEET MORE OR LESS.

8. SUBJECT PARCEL LIES WITHIN FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD ZONES AE7 AND AE8 AS SHOWN ON FLOOD INSURANCE RATE MAP 12087C1377K DATED 2-18-2005

CERTIFIED TO:
MONROE COUNTY EMERGENCY MANAGEMENT
K2M DESIGN

Prospect Surveying, LLC
Certificate of Authorization No. LB 7921

BRENT JOSEPH THURKETTLE
FLORIDA LICENSE – LS 6794

SCALE IN U.S SURVEY FEET
SCALE: 1" = 30'

PROSPECT SURVEYING LLC
LAND PLANNERS AND SURVEYORS

MIDDLE KEYS
5488 Overseas Highway . Suite 4 . Marathon . FL 33050
www.prospectsurveying.com

UPPER KEYS
103400 Overseas Highway . Suite 111 . Key Largo FL 33037
prospectsurveying@gmail.com

DRAWN	BT
CHECKED	BT
Q.C.	GB
COGO FILE	EOC

BOUNDARY SURVEY
PART OF SECTION 1
TOWNSHIP 66 SOUTH RANGE 32 EAST
MONROE COUNTY, FLORIDA

NO.	DATE	REVISIONS	APP'D BY
1	9-21-21	ADD CENTERLINE TOPOSHOTS	

JOB No.	20-183
FIELD BOOK & PAGE	47- 81020
DATE:	8-11-20
SCALE:	1"=30'
SHT.	1
OF	1

N:\Civil Projects\public esc airport 8820\Airport - BAK\esc monroe county 8-18-2020.dwg

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: I10
2023-2171

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING:

Approval of a Lease Agreement with Greyhound Lines, Inc. for 492 square feet of office and support space located in the airport support services building located at the Key West International Airport for use in transporting passengers and other property.

ITEM BACKGROUND:

Greyhound has been operating at the airport since 1998. The new lease is for one year, with one (1) one-year renewal, for office and support space located in the airport support services building (formerly occupied by the DMV and Tax Collector's Office). Payment of rent is based on an access fee of $45.00 per use, defined as one arrival and one departure, collectively a round trip bus operation, plus reimbursement of utilities.

PREVIOUS RELEVANT BOCC ACTION:
Original lease approved in 1998, five year renewal approved in 2003, five year extension approved in 2008 and a one year extension approved in 2013. On June 11, 2014, the BOCC approved a month to month holdover lease pending renovation of the Customs & Border Protection Office Building where Greyhound was formerly located. Because their former space was needed by Customs and Airport Badging, Greyhound was relocated to the airport support services building, which also provides better ingress and egress for pickup and drop off of their passengers and other property.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:

Effective December 1, 2023, Greyhound will owe an access fee of $45.00 per use, plus an annual fee of $3,000.00 for utilities, paid on a monthly basis.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

EYW - Greyhound Lease.pdf

FINANCIAL IMPACT:
Revenue producing: approximately $32,850.00 per year for access fees plus $3,000.00/yr. for reimbursement of utilities.

LEASE AGREEMENT
MONROE COUNTY
GREYHOUND LINES, INC

THIS LEASE AGREEMENT is made and entered into on this **21st** day of **February 2024** by and between **MONROE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **GREYHOUND LINES, INC.**, a Delaware corporation, hereinafter referred to as "GREYHOUND."

WHEREAS, COUNTY owns an airport known as the Key West International Airport, located in Key West, Monroe County, Florida, hereinafter referred to as "AIRPORT," and

WHEREAS, GREYHOUND is engaged in the business of ground transportation of passengers and other property, and

WHEREAS, GREYHOUND desires to obtain certain rights, services and privileges in connection with the use of the Airport facilities, and the COUNTY is willing to grant and lease the same to GREYHOUND on a non-exclusive basis, upon the terms and conditions hereinafter stated, now, therefore,

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, COUNTY does hereby grant and lease unto GREYHOUND, and GREYHOUND does hereby lease from COUNTY, certain premises, facilities, rights, and privileges in connection with and on the Airport, as follows, to wit:

1. Premises. COUNTY does hereby lease to GREYHOUND, and GREYHOUND leases from the COUNTY, the office and support space, as indicated on the drawing labeled as Exhibit "A" attached hereto and made a part hereof, presently located at the Airport, containing approximately four hundred and ninety-two (492) sq. ft. of gross building area. GREYHOUND shall receive "Preferential Use" of paved area adjacent to the building as labeled on Exhibit A for Greyhound ground transportation operations to include the loading and unloading of ticketed passengers. Preferential Use shall mean that at those times that GREYHOUND is not utilizing the identified pickup and drop-off parking for Greyhound passenger busses, the COUNTY may authorize others to use and assign other ground transportation providers the right to operate in the Preferential Use Area, but in no event shall said use by others take precedence over GREYHOUND's use. GREYHOUND shall have the right to locate one bus within the Preferential Use Area for the purpose of loading and unloading passengers. GREYHOUND shall not park busses in such a manner as would prohibit access, ingress and egress by other commercial or private vehicle traffic. Ground Transportation operations and parking are subject to relocation during the term of this agreement at the sole reasonable discretion of the Director of Airport.

2. Use of the Airport. GREYHOUND shall be entitled to use, in common with others authorized to do so, the airport facilities and appurtenances, together with all equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport for common use, in the operation of a business for the transportation of passengers and other property by ground, at the designated ground transportation facility identified within this agreement. GREYHOUND

is responsible for repairing damage caused by GREYHOUND to the COUNTY-owned facilities and space identified in Exhibit A, normal wear and tear excepted.

3. Right to Develop the Airport. Pursuant to 49 USC Title 49 and at any time during the term of this agreement, if the premises leased hereunder are required for Airport development or any other purpose as determined by the COUNTY, the Airport, at the Airport Operator's sole discretion, retains all rights necessary for the safe development of the Airport in any manner required which rights take precedence over any agreement hereto should the leasehold premises be needed by the Airport.

4. Term. The term of this lease shall be twelve (12) months, commencing December 1, 2023, and ending on November 30, 2024. At the Lessee's option, the agreement may be renewed for an additional twelve (12) months, commencing December 1, 2024, and ending on November 30, 2025.

5. Access Fee. For each year during the term of this lease, GREYHOUND shall pay to the COUNTY, an access fee for the rights, privileges, and leases of space, described within this agreement. The access fee shall be assessed on a per use basis. The fee shall be forty-five dollars ($45.00) per use. Per use shall be defined as one arrival and departure collectively as a round trip bus operation.

The access fee shall be paid monthly, due on the fifteenth (15^{th}) of each month for the prior month's operations. Greyhound shall also submit a Usage Report on the first business day of each month for the prior month's bus operations, which includes a breakdown of operations for each day and a total for the month of the report. Additionally, Greyhound shall provide the Airport with a schedule of bus operations immediately upon the routes and seats being published and posted for sale.

Upon the failure of GREYHOUND to pay any fees when due, the COUNTY will be entitled to charge and collect, and GREYHOUND will be obligated to pay, a late fee of two percent (2%) of any such amount, if paid within thirty (30) days of the date due, and five percent (5%) of any such amount, not paid within thirty (30) days of the date due. Such late fees will be in addition to the amount of rent due. The acceptance by the COUNTY of the overdue rental installment plus applicable late fees shall cure what would otherwise constitute a default by GREYHOUND under the terms of this lease. The COUNTY, at its option, however, may refuse a proffered overdue rental installment and late fees, declare a default, and proceed according to paragraph 36 of this lease. In the event that any check, draft, or negotiable instrument by which GREYHOUND has tendered any rent payment is returned to the COUNTY and not honored, whether for insufficient funds or other reason, the COUNTY will be entitled to charge and collect, in addition to any applicable late payment fees as provided above, a fee of Twenty-five Dollars ($25.00) for such dishonored instrument. Such penalty fee shall also be in addition to the amount of rent due. The acceptance by the COUNTY of the rental payment plus any applicable late fee and penalties following the receipt of a dishonored instrument shall cure what would otherwise constitute a default under the terms of this lease. The COUNTY, at its option, however, may refuse any proffered rental installment and applicable late fees and penalties, declare a default, and proceed according to paragraph 36 of this lease.

6. Leasehold Improvements and Use. GREYHOUND shall have the right to occupy and use the premises as indicated on the drawing labeled as Exhibit "A" attached hereto and made a part hereof.

GREYHOUND has the right during the term hereof, at its own expense, at any time from time to time, to install, maintain, operate, repair and replace any and all trade fixtures and other Airport personal property useful from time to time in connection with its operation on the Airport, all of which

shall be and remain the property of GREYHOUND and may be removed by GREYHOUND prior to or within a reasonable time after expiration of the term of this agreement; provided, however, that GREYHOUND shall repair any damage to the premises caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute GREYHOUND a hold over, but all such property not removed within ten (10) days after GREYHOUND receives a written demand for such removal shall be deemed abandoned and thereupon shall become the sole property of the Airport.

GREYHOUND shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by GREYHOUND or any of its contractors or subcontractors on the leased premises or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of GREYHOUND.

GREYHOUND may only utilize the leased building to provide counter and lobby space for members of the public desirous of using GREYHOUND's ground transportation services and for the operation of a business engaged in the ground transportation of passengers and other property. While premises are leased to GREYHOUND for bus operations, GREYHOUND shall not park or place automotive vehicles in any space on the premises unless it has been designated by the COUNTY for parking.

7. **Common Areas**. GREYHOUND shall have the right to use, in common with others, the Airport space and facilities to permit ground transportation operations, loading, and unloading of GREYHOUND's busses, subject to reasonable rules and regulations of COUNTY as to the use of such common spaces and facilities.

8. **Right of Ingress and Egress.** GREYHOUND, its agents, employees, customers, suppliers, and patrons shall have the right of ingress and egress to and from the leased premises, which shall not be unreasonably restricted by the COUNTY.

9. **Utilities.** GREYHOUND shall be responsible for the payment of electrical service, water service, and trash collection service provided by the COUNTY. In addition to the access fee and other charges, GREYHOUND shall pay a fee of Three Thousand Dollars ($3,000.00) per annum, paid monthly with the access fee for these services.

10. **Assignment.** The premises leased hereunder along with the improvements thereon may not be sublet and this lease may not be assigned without the written consent of the COUNTY.

11. **Maintenance of Premises.** COUNTY shall be responsible for and shall properly maintain the building structure, roof, plumbing, electrical, HVAC, roof membrane and slab, the parking lots, fencing and asphalt and concrete pads. GREYHOUND shall be responsible for and shall properly maintain the interior of the leased premises, and furnishings including exterior glass and all doors and upon the termination of this lease, shall leave the premises in at least as good condition as at the time of the commencement of this lease, normal use and occupancy excepted. In the event Greyhound performs any remodeling or construction on the property, GREYHOUND is responsible for properly securing any portion of the premises being remodeled or under construction.

12. **Inspection and Maintenance of Premises by County.** The County and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the leased premises for the following purposes:

a) to inspect the leased premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether GREYHOUND has complied and is complying with the terms and conditions of this agreement with respect thereto;

b) to perform essential maintenance, repair, relocation, or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the leased premises, and to construct, maintain, repair, relocate, and remove such facilities in the future as necessary to carry out the Master Plan of development of the Airport; provided, however, that said work shall in no event unduly interfere with the operations of GREYHOUND and, provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the leased premises by GREYHOUND, the COUNTY or third parties, as a result of the exercise by the COUNTY of its rights hereunder, and all damage to such fixed improvements caused thereby, shall be borne by the COUNTY.

13. <u>Insurance Requirements</u>

a) GREYHOUND will obtain or possess the following insurance coverages and will provide Certificates of Insurance to COUNTY to verify such coverage;

<u>Commercial General Liability</u>. GREYHOUND shall provide coverage for all premises and operations including Contractual, Products, and Completed Operations, and Personal/Advertising Injury. The limits shall not be less than;

$5,000,000 Combined Single Limits (CSL) or its equivalent
If split limits are provided, the minimum limits acceptable shall be;
$5,000,000.00 per occurrence,
$500,000 per person,
$100,000 Property Damage
The General Aggregate limit shall either apply separately to this agreement or shall be at least twice the required occurrence limits.

<u>Business Automobile Liability</u>. GREYHOUND shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than;

$5,000,000 CSL or its equivalent
If split limits are provided, the minimum limits acceptable shall be;
$5,000,000 per occurrence
$500,000 per person
$100,000 Property Damage

<u>Worker's Compensation</u>. GREYHOUND shall provide coverage with limits sufficient to respond to the applicable state statutes.

<u>Employer's Liability</u>. GREYHOUND shall provide Employer's Liability insurance with limits of not less than;

$1,000,000 Bodily Injury by Accident,
$1,000,000 Bodily Injury by Disease, policy limits and
$1,000,000 Bodily Injury by Disease, each employee.

<u>Property Insurance</u>. GREYHOUND shall provide coverage for all premises governed by this agreement with limits no less than the Replacement Cost Value of the leased

premises and as a minimum shall include coverages consistent with the latest version of the Special Form as filed by the Insurance Services Office (ISO) and shall include as a minimum coverage for claims arising out of Fire, Sprinkler Leakage, Windstorm, Civil Commotion, Lightning, Sinkhole Collapse, Smoke, Aircraft and Vehicle Damage, Vandalism, Falling Objects, Explosion and Flood.

b) The Monroe County Board of County Commissioners will be included as "Additional Insured" on all policies, except for Worker's Compensation.

In addition, the Monroe County Board of County Commissioners shall be named as loss payee on any property insurance placed on the leased facilities.

c) All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the COUNTY by the insurer.

d) The acceptance and/or approval of GREYHOUND'S insurance shall not be construed as relieving GREYHOUND from any liability or obligation assumed under this lease or imposed by law.

e) GREYHOUND shall maintain the required insurance throughout the entire term of this lease and any extensions which may be entered into. The COUNTY, at its sole option, has the right to request a certified copy of any and all insurance policies required by this lease. Failure to comply with this provision shall be considered a default and the COUNTY may terminate the lease in accordance with paragraph 36.

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

14. Books, Records and Documents. GREYHOUND shall maintain all books, records, and documents directly pertinent to performance under this agreement in accordance with generally accepted accounting principles consistently applied. Each party to this agreement or their authorized representatives shall have reasonable and timely access to such records of each other party for public records purposes during the term of the agreement and for five (5) years following the termination of this agreement. The COUNTY, acting through its Finance Director or other authorized representative, shall have the right to inspect and audit GREYHOUND's books of accounts and other records directly generated at the Key West International Airport facility or otherwise pertaining to this agreement. Knowingly furnishing the COUNTY a false statement of its Usage Reports under the provision hereof will constitute a default by GREYHOUND of this agreement and the COUNTY may, at its option, declare this lease terminated. GREYHOUND retains the right to have its controller, or a representative assigned by its controller to be present during any inspection or audit by the COUNTY. Twenty (20) business days' notice must be given of intent to audit by the COUNTY to allow GREYHOUND's controller sufficient time to schedule said presence. Nothing contained within this section waives attorney/client or attorney work product privilege.

15. Governing Law, Venue, Interpretation. This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the COUNTY and GREYHOUND

agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The COUNY and GREYHOUND agree that, in the event of conflicting interpretations of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

16. **Severability**. If any term, covenant, condition or provision of this agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this agreement would prevent the accomplishment of the original intent of this agreement. The COUNTY and GREYHOUND agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17. **Attorney's Fees and Costs.** The COUNTY and GREYHOUND agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

18. **Binding Effect.** The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the COUNTY and GREYHOUND and their respective legal representatives, successors, and assigns.

19. **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

20. **Claims for Federal or State Aid**. GREYHOUND and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain Federal and State funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

21. **Adjudication of Disputes or Disagreements.** COUNTY and GREYHOUND agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within thirty (30) days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement by Florida law.

22. **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, COUNTY

and GREYHOUND agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. COUNTY and GREYHOUND specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement. A party who requests the other's party's participation in accordance with the terms of this section shall pay all reasonable expenses incurred by the other party by reason of such participation.

23. Nondiscrimination. CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

24. Covenant of No Interest. The COUNTY and GREYHOUND covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and the only interest of each is to perform and receive benefits as recited in this agreement.

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

26. Public Access. The COUNTY and GREYHOUND shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and GREYHOUND in conjunction with this agreement; and the COUNTY shall have the right to unilaterally cancel this agreement upon violation of this provision by GREYHOUND. Nothing in this section waives attorney/client or attorney work product privilege.

27. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 786.28, Florida Statues, the participation of the COUNTY and the GREYHOUND in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

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

29. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida Constitution, State Statute, and case law.

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

31. Attestations. GREYHOUND agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Vendor Certification Regarding Scrutinized Businesses.

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

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

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

35. **CANCELLATION OF LEASE.** The COUNTY may declare a default and cancel this lease agreement by giving GREYHOUND sixty (60) days advanced written notice upon the happening of any one of the following events:

(a) GREYHOUND fails to pay rent when due;

(b) GREYHOUND fails to obtain insurance required under this lease or allows the required insurance to lapse or fall below the minimum required;

(c) GREYHOUND otherwise breaches of the terms of this lease;

(d) cancellation is required to accommodate future Airport growth;

(e) cancellation is required due to F.A.A. requirements;

(f) the appointment of a receiver of GREYHOUND's assets;

(g) the divesting of GREYHOUND's leasehold estate by other operation of law;

(h) the abandonment by GREYHOUND of its passenger ground transportation business at the Airport for a period of sixty (60) days.

Unless the COUNTY has accepted in writing a delay in performance of duties, the failure to perform said duties shall constitute a default/breach under the terms of this agreement. In the case of the default/breach occurrences described in subparagraphs 36(a), (b), or (c), the Director of Airports shall first give the GREYHOUND a written notification stating the default/breach. GREYHOUND shall be notified that it has 10 days to correct the default/breach. If the nature of the default/breach is such that it cannot be cured in 10 days, GREYHOUND shall inform the COUNTY in writing of the reason why the default/breach cannot be cured in 10 days and shall provide a written plan showing how the default/breach will be cured in a timely manner. If GREYHOUND has not corrected the default/breach at the end of the 10 days or if GREYHOUND has provided a cure plan, which GREYHOUND has failed to timely and diligently execute, then the COUNTY may cancel the lease in its discretion. In the case of cancellation occurring as described in subparagraphs 36(d), (e), (f), (g) or (h), COUNTY shall provide LESSEE 90 days' notice. In the event of cancellation occurring as described in subparagraphs 36(d), (e), (f), (g), and (h), the COUNTY, at COUNTY expense, shall relocate the LESSEE's operation to an alternate site in accordance with the Key West International Airport ALP. If an alternate site at the airport is not available, the COUNTY will purchase the LESSEE's lease hold at fair market appraisal value.

By the end of the required notice period, GREYHOUND shall have vacated the premises and the COUNTY may immediately re-enter and take possession of the same. If it is necessary to employ the services of an attorney in order to enforce the COUNTY's rights under this paragraph, the COUNTY shall be entitled to reasonable attorney's fees.

36. **FAA REQUIREMENTS.** The parties shall comply with FAA Required Lease Clauses, which are listed in Exhibit B, attached hereto and made a part hereof.

37. **Hold Harmless; Indemnification; Defense; Release; Survival.** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, GREYHOUND shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses (including, without limitation, costs of remediation and costs of additional security measures that the Federal Aviation Administration, the Transportation Security Administration or any other governmental agency requires

by reason of, or in connection with a violation of any federal law or regulation, attorney's fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of GREYHOUND or any of its employees, agents, contractors or other invitees on the Airport during the term of this lease, (B) the negligence or willful misconduct of GREYHOUND or any of its employees, agents, contractors or other invitees, or (C) GREYHOUND's default in respect of any of the obligations that it undertakes under the terms of this lease, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than GREYHOUND). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this lease, this Section will survive the expiration of the term of this lease or any earlier termination of this lease.

38. Rules and Regulations

A. COMPLIANCE. GREYHOUND shall comply with the all standards for commercial ground transportation providers at Monroe County Airports and all ordinances of the COUNTY, including any reasonable rules and regulations with respect to use of Airport property, as the same may be amended from time to time, all additional laws, statutes, ordinances, regulations and rules of the federal, state and county governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations, including specifically, without limiting the generality thereof, federal air and safety laws and regulations and federal, state, and county environmental, hazardous waste and materials and natural resources laws, regulations and permits. The Agreement is subordinate to the County's obligations under federal aviation law and contractual commitments to the federal government. Upon a formal written declaration by the Federal Aviation Administration ("FAA") that a term or provision of the Agreement is inconsistent with federal aviation law or a contractual commitment to the FAA, the impermissible term shall be severed, without affecting the remainder of the Agreement. The parties may agree to amend the Agreement as provided herein as necessary to comply with the FAA's formal written declaration.

B. VIOLATIONS. GREYHOUND agrees to pay on behalf of the COUNTY any penalty, assessment, or fine, issued against the COUNTY, or to defend in the name of the COUNTY any claim, assessment, or civil action, which may be presented or initiated by any agency or office of the federal, state, or county governments, based in whole or substantial part upon a claim or allegation that GREYHOUND, its agents, employees or invitees have violated any law, ordinance, regulation, rule or directives described in 41(A) above.

39. Rights Reserved. Rights not specifically granted to GREYHOUND by this Agreement are reserved to the COUNTY.

40. Mutual Review. This agreement has been carefully reviewed by GREYHOUND and the COUNTY; therefore, this agreement is not to be construed against either party on the basis of authorship.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have caused this lease to be executed this **21st** day of **February, 2024.**

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor Craig Cates

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/27/23

GREYHOUND LINES, INC.

By Bill Blankenship
Title President & COO

EXHIBIT A

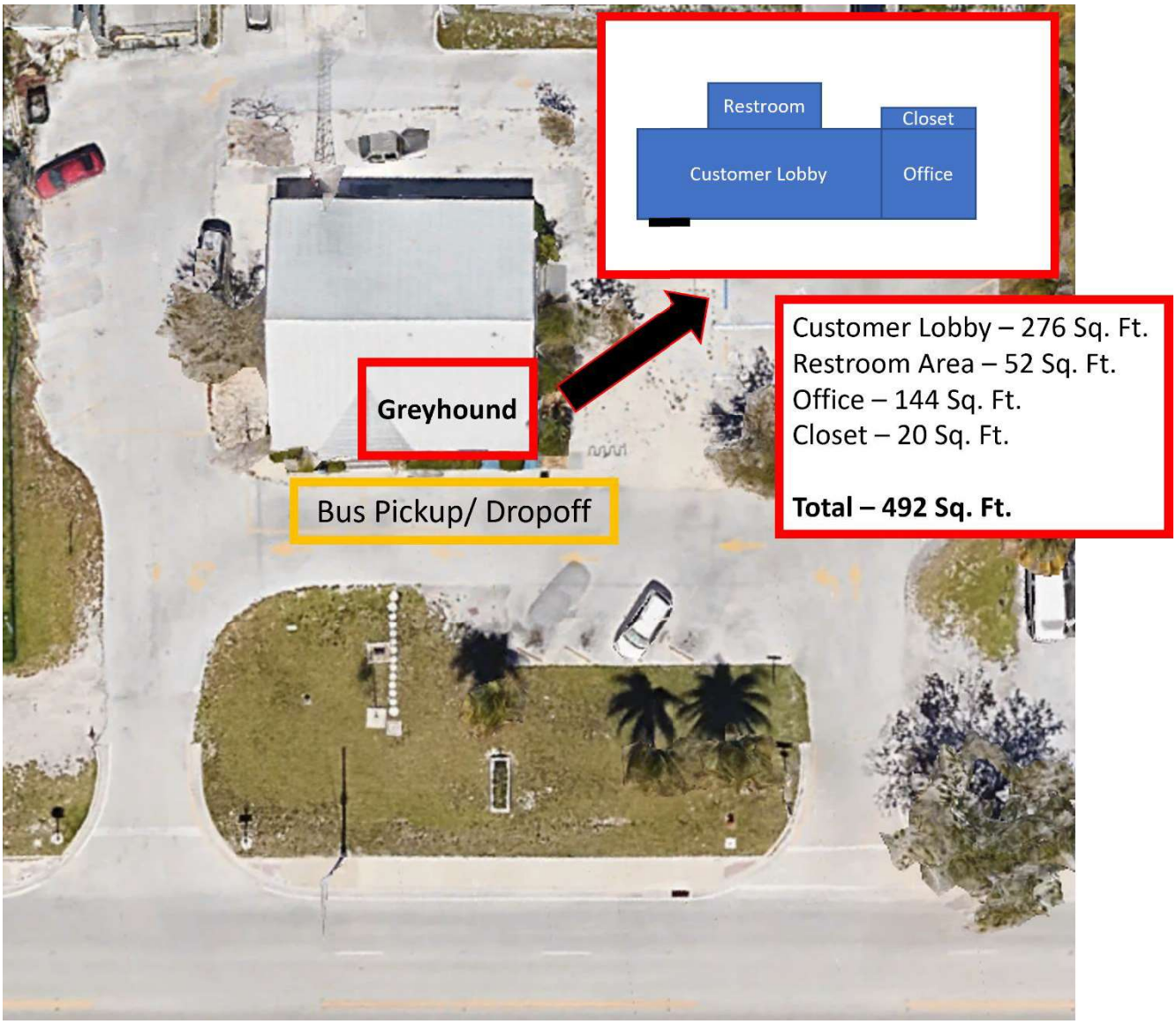

Restroom
Closet
Customer Lobby
Office
Greyhound
Bus Pickup/ Dropoff
Customer Lobby – 276 Sq. Ft.
Restroom Area – 52 Sq. Ft.
Office – 144 Sq. Ft.
Closet – 20 Sq. Ft.
Total – 492 Sq. Ft.

EXHIBIT B

FAA REQUIRED LEASE CLAUSES

1. This lease shall be subject to review and re-evaluation at the end of each 1-year period, by the airport owner and the rent may be adjusted according to their action, not to exceed the Consumer Price Index rate during the last 12-month period, or;

Land less improvements will be appraised every *5* years and the adjusted rental will be based on normally 10-12 percent of the appraised value. If disputed, lessor obtains appraisal at his expense and lessor/lessee equally share expense for review appraisal that establishes fair market value.

2. The tenant for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

3. It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

4. This lease and all provisions hereof are subject to any ordinances rules or regulation which have been or may hereafter be adopted by the Airport Owner pertaining to the Key West International Airport.

5. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on parts of the airport.

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Greyhound Lines" (Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date: FEB 9, 2024

STATE OF: Texas

COUNTY OF: Dallas

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on February 9, 2024 (date) by Rodney Surber (name of affiant). He/She is personally known to me or has produced TXDL#09272380 (type of identification) as identification.

NOTARY PUBLIC

BETTY LOUISE DANIEL
Notary Public, State of Texas
Comm. Expires 05-12-2024
Notary ID 132473955

My Commission Expires: 5-12-2024

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither _____ (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

_____
(Signature)

Date: 2/9/2024

STATE OF: Texas

COUNTY OF: Dallas

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on February 9, 2024 (date) by _____ (name of affiant). He/She is personally known to me or has produced TXDL#09272380 (type of identification) as identification.

_____
NOTARY PUBLIC

My Commission Expires: 5-12-2024

BETTY LOUISE DANIEL
Notary Public, State of Texas
Comm. Expires 05-12-2024
Notary ID 132473955

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): _____

Respondent Vendor Name: Greyhound lines

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: Rodney Surber VP of Operations

Address: 315 Continental

City: Dallas State: TX Zip: 75207

Phone Number: 214-849-7558

Email Address: rodney.surber@greyhound.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Rodney Surber, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: Rodney Surber

Title: Vice President of Operations

Note: The List are available at the following Department of Management Services Site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 5400 SW Meadows Road, Suite 240 Lake Oswego, OR 97035	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 503-943-6621 **FAX (A/C, No):** 503-943-6622 **E-MAIL ADDRESS:**
INSURED Greyhound Lines, Inc. PO Box 660632 Dallas, TX 75266-0362	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Bus Risk Retention Group — 17324 **INSURER B :** AIU Insurance Company — 19399 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** C97XUB5Q **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GL-RRG-001023-01 APPROVED BY RISK MANAGEMENT BY DATE 12/29/2023 WAIVER N/A___YES___	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 5,000,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AL-RRG-001023-01 (AOS)	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015824967 (AOS) WC015824968 (CA)	04/01/2023	04/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Adam Arnold Annex Building
3491 South Roosevelt Boulevard
Key West, FL 33040
Certificate Holder is an Additional Insured as respects the ongoing operations of the Named Insured with respects to General and Auto Liability coverage where required by written and signed contract subject to policy terms, conditions, limits and exclusions.
30 day notice of cancellation per policy terms and conditions.

CERTIFICATE HOLDER

County of Monroe
1100 Simonton St.
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2496

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EVIDENCE OF PROPERTY INSURANCE

C97XUB5Q

DATE (MM/DD/YYYY): 12/29/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
McGriff Insurance Services, LLC
5400 SW Meadows Road, Suite 240
Lake Oswego, OR 97035

PHONE (A/C, No, Ext): 503-943-6621

FAX (A/C, No): 503-943-6622

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY
Lexington Insurance Co.

INSURED
Greyhound Lines, Inc.
PO Box 660632
Dallas, TX 75266-0362

LOAN NUMBER

POLICY NUMBER
14627205

EFFECTIVE DATE
04/01/2023

EXPIRATION DATE
04/01/2024

☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Adam Arnold Annex Building
3491 South Roosevelt Boulevard
Key West, FL 33040

APPROVED BY RISK MANAGEMENT
BY
DATE 12/29/2024
WAIVER N/A___YES___

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building/Business Personal Property - Occurrence Limit	$10,000,000	$100,000
Vehicles - Physical Damage - Any One Vehicle	$600,000	
Vehicles - Physical Damage - Any One Occurrence	$10,000,000	$250,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
County of Monroe
1100 Simonton St.
Key West, FL 33040

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☐

LOAN #

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: J1
2023-2046

BULK ITEM: Yes **DEPARTMENT:** Planning & Environmental Resources

TIME APPROXIMATE: **STAFF CONTACT:** Emily Schemper

AGENDA ITEM WORDING:

Approval of Work Order No. 03 to Complete Additional Data Collection Runs for the 2023 U.S. 1 Arterial Travel Time and Delay Study ("ATTDS") in Segments 13-24, in the Amount of $57,704.85 Pursuant to the AECOM Transportation Planning Continuing Services Contract, Which Is Funded Through a Joint Participation Agreement ("JPA") from the Florida Department of Transportation ("FDOT"), of Which Monroe Countys Portion of the Cost for This Work Order is $7,213.10.

ITEM BACKGROUND:

The U.S. 1 Arterial Travel Time and Delay Study (“ATTDS”) is performed biennially to monitor the Level of Service (“LOS”) on U.S. Highway 1 ("U.S. 1"). The study is conducted for concurrency purposes, pursuant to Monroe County Comprehensive Plan Policy 301.1.2 and Monroe County Land Development Code Sections 114-2 and 114-200. Monroe County’s adopted overall and segment LOS on U.S. 1 is LOS “C,” represented by a median speed of 45 miles-per-hour ("mph").

On November 8, 2023, the Monroe County BOCC considered the Draft 2023 Arterial Travel Time & Delay Study. The Draft 2023 ATTDS reported an overall LOS D on U.S. 1 with a median speed of 44.7 mph, but indicated that all segments within unincorporated Monroe County currently operate at a LOS C or better. The report noted that Traffic Signal Delays and Construction Delays were significantly longer in 2023 than in 2021, and the Monroe County BOCC's traffic engineering consultant, AECOM, suggested re-collection of data in 2024 on at least some segments, where construction delays were excessive, and/or the Keys COAST project and signal retiming is underway and may improve traffic flow.

At discussion-and-direction Item M2 on the published agenda of the BOCC's regular 8 November 2023 public meeting ("*Discussion and direction on the 2023 U.S. 1 Arterial Travel Time and Delay Study and the Preparation of the Biennial Assessment of Public Facilities Capacity Report*"), the BOCC voted to approve this recommendation for re-collection of data in 2024. AECOM has provided the attached

scope of work for re-collection of data in Segments 13-24. The Florida Department of Transportation ("FDOT") has a traffic signal retiming project planned for February 2024 in these segments. The additional runs will be performed in March 2024, following the FDOT traffic signal retiming project. Once data is updated, the 2023 ATTDS will be updated and presented to the BOCC for review and approval.

The cost of the work order, $57,704.85, is funded at 87.5% ($50,491.75) by FDOT through a Joint Participation Agreement ("JPA"). The County's share for this work order is $7,213.10.

PREVIOUS RELEVANT BOCC ACTION:

August 1991 – Adoption of the U.S. 1 Level of Service ("LOS") C as measured by the U.S. 1 Level of Service Methodology established by the U.S. 1 LOS Task Force

December 1997 – Approval of amendment to the U.S. 1 LOS Methodology based on recommendations of the U.S.1 LOS Task Force

October 2011 – Approval of Work Order No. 1 to complete the 2011 ATTDS

August 2011 – BOCC approval of the 2011 U.S. 1 ATTDS

February 2012 – Approval of Work Order No. 3 to complete the 2012 ATTDS

December 2012 – BOCC approval of the 2012 U.S. 1 ATTDS

February 2013 – Approval of Work Order No. 5 to complete the 2013 ATTDS

September 17, 2013 - BOCC approval of the 2013 U.S. 1 ATTDS

January 2015 – Approval of first option to renew Continuing Services Contract through March 15, 2016.

February 18, 2015 – BOCC approval of Work Order No. 12 to complete the 2015 ATTDS

October 21, 2015 – BOCC approval of the 2015 U.S. 1 ATTDS

January 2016 – Approval of second option to renew Continuing Services Contract through March 15, 2017.

November 22, 2016 – BOCC approval of Work Order No. 19 to complete the 2017 ATTDS.

February 21, 2018 – BOCC approval of the 2017 U.S. 1 ATTDS

January 23, 2019 – Approval of Work Order No. 7 to complete the 2019 U.S. 1 ATTDS.

July 15, 2020 – BOCC considered the Draft 2019 Arterial Travel Time & Delay Study and directed staff to re-engage the U.S. 1 LOS Task Force to evaluate the LOS methodology and consider updates to it based on the considerations identified in the Draft 2019 ATTDS. The final 2019 ATTDS was not approved by the BOCC

October 21, 2020 – BOCC approved Resolution No. 355-2020 reconvening the U.S. 1 LOS Task Force and tasking the U.S. 1 LOS Task Force with evaluating the LOS Methodology and potential updates to it based on the Considerations identified in the draft 2019 ATTDS.

February 17, 2021 – BOCC approved Resolution No. 064-2021 adopting the recommendations of the U.S. 1 LOS Task Force and the 2021 Updated methodology document, A Methodology To Assess Level-Of-Service-On-U.S.-1-In-The-Florida-Keys, for County use

February 17, 2021 – Approval of Work Order No. 13 to complete the 2021 U.S. 1 ATTDS

August 18, 2021 – BOCC approval of the 2021 U.S. 1 ATTDS

February 21, 2023 – Approval of Work Order No. 18 to complete the 2023 U.S. 1 ATTDS

November 8, 2023 - BOCC considered the Draft 2023 Arterial Travel Time & Delay Study and approved re-collection of data for some segments in 2024 due to excessive traffic signal and construction delays.

INSURANCE REQUIRED:

No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

TTDS_Scope_of_Services_WO_3_1-3-24_Signed.pdf

FINANCIAL IMPACT:

Effective Date: 02/21/2024

Expiration Date: 0/00/00

Total Dollar Value of Contract: $57,704.85

Total Cost to County: $7,213.10

Current Year Portion: $7,213.10

Budgeted: yes

Source of Funds: 125-50519-530490-GW1901-530310 (FDOT JPA G1A71/

G2H82)

CPI:

Indirect Costs:

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: **If yes, amount:**

Grant: FDOT JPA G1A71/G2H82

County Match: 12.5% **($7,213.10**)

Insurance Required: N/A

Additional Details: Work Order No. 03 to complete additional runs for the 2023 U.S. 1 Arterial Travel Time and Delay Study ("ATTDS"), in the amount of $57,704.85, pursuant to the AECOM

Transportation Planning Continuing Services contract which is funded through a Joint Participation Agreement ("JPA") from the Florida Department of Transportation which was approved on February 17, 2021.

SCOPE OF SERVICES FOR WORK ORDER NO. 3
US-1 Arterial Travel Time and Delay Study 2024
Monroe County, Florida

A. INTRODUCTION

The Monroe County Planning Department requested that a Travel Time and Delay Study be conducted in certain segments that experienced delays due to roadway construction and/or traffic signals during the 2023 Travel Time and Delay Study. Some segments with signals will also be included as part of this study due to the upcoming FDOT signal retiming effort that is expected to start in February/March of 2024. Based on these considerations, the travel time runs will be conducted from Marathon (segment 13) to County Line Sign (segment 24).

B. SCOPE OF SERVICES

Tasks 1 – 4: Travel Time and Delay Studies

Using the floating car method, the Consultant will record travel time, speed, and delay data for the segments from 13 to 24. Data will be recorded by date, day of week, time of day and direction.

The study will be conducted over 14 days within the four-week period in March 2024. The study will consist of 14 round-trip runs, sampling each day of the week twice.

The study will employ the staggered schedule of departure times previously approved by the US 1 Level of Service Task Force Team, so as to record peak hour conditions in as many different locations as possible.

Task 5: Study Report

The study results will be summarized in a report, including a series of tables and graphs. The travel time and speed data will be used to determine LOS and reserve capacity.

In addition, a statistical analysis of the mean, median, standard deviation, and range of speed recorded for each individual segment and for the overall US-1 corridor will be provided. Excess roadway capacities and deficiencies in capacity will be determined and reported in accordance with the latest US 1 Level of Service Task Team Methodology.

Deliverables

The Consultant shall prepare the draft report for submittal to the County Planning Department for review. Upon receipt of the review comments from the County Planning Department, the Consultant will prepare the final report and submit it to the County Planning Department in Adobe Acrobat (PDF) format.

C. Project Management

Purpose
The purpose of this task to perform all project management related activities that are required as part of this study.

Activities
Project Management will include the overall management of this study, including project staffing, scheduling work activities, coordinating with Monroe County PM, attendance at project meetings, and QA/QC reviews of project deliverables.

Project Schedule
Project schedule will be developed and submitted to the County Project Manager for review and approval. The monthly progress reports will include updates to the original project schedule.

Progress Reports
Project progress reports will be prepared and submitted to the county on a monthly basis. The progress report will discuss work accomplished during the preceding month, work projected for the following month, and potential project issues and associated impacts to the project schedule or budget.

Deliverables
Monthly Progress Reports and Invoices

D. Compensation for Services

The Consultant shall be paid a **lump-sum amount of $57,704.85**, invoiced monthly as percent complete, consistent with progress reports. The staff-hour estimates and the corresponding costs are based on the Professional Services Agreement between Monroe County and AECOM executed on April 25, 2023.

E. Schedule

The fieldwork shall be completed by March 30, 2024. The draft report shall be submitted to the County Planning Department by June 28, 2024. The Final Report shall be submitted within 14 days of receiving review comments from the County Planning Department.

Acceptance and approval of this Work Order by both parties by signatories below constitute authorization for the Consultant to proceed.

ACCEPTED AND APPROVED Monroe County	ACCEPTED AND APPROVED AECOM Technical Services, Inc.
_____ (Signature)	_____ (Signature)
MONROE COUNTY ATTORNEY APPROVED AS TO FORM Date: 2/6/2024	
_____	M. Janet Everett / Vice President

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: J2
2023-2089

BULK ITEM: Yes

DEPARTMENT: Building and Permitting

TIME APPROXIMATE:

STAFF CONTACT: Jamie Gross 305-289-2564

AGENDA ITEM WORDING: Approval to appoint Mr. William R. Campbell, Professional Engineer license 79269, to the Construction Board of Adjustment and Appeals (CBAA) as a registered professional engineer for one three-year term beginning January 2024 and ending January 2027.

ITEM BACKGROUND:
The Contractors Examining Board (CEB) voted unanimously on January 16, 2024 to recommend the appointment of Mr. William R. Campbell, Florida Professional Engineer license 79269, to the Contractors Board of Adjustment and Appeals (CBAA) as its registered professional engineer member. This fills the position that was previously held by Mr. Daryle Osborne.

The CBAA is required to have one registered professional engineer as a member, pursuant to Monroe County Code Section 6-56(b). The engineer member must be appointed by the Board of County Commissioners.

PREVIOUS RELEVANT BOCC ACTION:
None. This is the first term for this appointment.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
None

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FINANCIAL IMPACT:

None

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: J3
2023-2090

BULK ITEM: Yes

DEPARTMENT: Building and Permitting

TIME APPROXIMATE:

STAFF CONTACT: Jamie Gross 305-289-2564

AGENDA ITEM WORDING: Approval to appoint Mr. Thomas G. Walker, Professional Engineer license 31462, to the Construction Board of Adjustment and Appeals (CBAA) as an alternate registered professional engineer member for one three-year term beginning January 2024 and ending January 2027.

ITEM BACKGROUND:
The Contractors Examining Board (CEB) voted unanimously on January 16, 2024 to recommend the appointment of Mr. Thomas G. Walker, Florida Professional Engineer license 31462, to the Contractors Board of Adjustment and Appeals (CBAA) as an alternative registered professional engineer member. Mr. Walker would serve in a back-up capacity to the engineer member, acting as the engineer member if the primary engineer member is unable to attend a meeting of the CBAA.

The CBAA is required to have one registered professional engineer as a member, pursuant to Monroe County Code Section 6-56(b). The engineer member must be appointed by the Board of County Commissioners. The CEB is recommending an alternate member for this position in order to facilitate CBAA meetings when the primary engineer member is not available.

PREVIOUS RELEVANT BOCC ACTION:
None. This is the first term for this appointment.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
None

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FINANCIAL IMPACT:
None

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: J4
2023-2100

BULK ITEM: Yes

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Emily Schemper

AGENDA ITEM WORDING: Approval of a Resolution Setting the Time, Date, and Place for a Public Hearing to Consider Approval of a Resolution Renouncing and Disclaiming Portions of the Right-of-Way of Magnolia Street, Hibiscus Street, Oleander Street, Poinsetta Avenue, Bougainvilla Avenue and an Unnamed Right-of-Way, as shown on the Key Largo plat of Ocean Acres, Plat Book 1, Page 188, Official Records of Monroe County, Florida.

ITEM BACKGROUND:

Monroe County seeks to abandon portions of the right-of-way of Magnolia Street, Hibiscus Street, Oleander Street, Poinsetta Avenue, Bougainvilla Avenue and an unnamed right-of-way, Key Largo, Monroe County, Florida, as shown on the plat of Ocean Acres, Plat Book 1, Page 188, of the Official Records of Monroe County, Florida.

The areas proposed for abandonment have never been lawfully developed, contain Tier I native upland vegetation/habitat, and only access publicly-owned undeveloped Tier I conservation lands owned by Monroe County and State of Florida. Abandonment will aid in the conservation of native upland vegetation/habitat by creating (restoring) contiguous vegetation/habitat that was previously illegally developed (illegally landcleared) with no development permits or approvals.

All right-of-way abandonments shall comply with the Codes and standard engineering requirements for road, turn-around and fire-rescue access. If required for safety purposes, as determined by either Fire Marshal or the County Engineer, a dedicated turn-around area shall be shown on the submitted survey and shall be agreed to in writing and constructed with payment by the property owner(s) requesting abandonment.

Pursuant to Code of Ordinances Section 19-1, Monroe County professional staff recommends approval of a Resolution **setting a public hearing for March 20, 2024, at the Murray Nelson Government**

Center, 102050 Overseas Highway, Key Largo, Monroe County, Florida.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Resolution.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. -2024

A RESOLUTION SETTING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING REGARDING PROPOSED ABANDONMENT OF PORTIONS OF THE RIGHT-OF-WAY OF MAGNOLIA STREET, HIBISCUS STREET, OLEANDER STREET, POINSETTA AVENUE, BOUGAINVILLA AVENUE, AND AN UNNAMED RIGHT-OF-WAY, BOUNDED ON THE NORTH, SOUTH, EAST, AND WEST BY UNDEVELOPED TIER I LANDS OWNED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS SQUARES 1 – 14 OF THE RECORDED PLAT OF OCEAN ACRES, PLAT BOOK 1, PAGE 188, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA, AS SHOWN ON THE RECORDED KEY LARGO PLAT OF OCEAN ACRES, PLAT BOOK 1, PAGE 188, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA.

WHEREAS, the Monroe County Board of County Commissioners ("Monroe County", "BOCC", or the "County") seeks to vacate and abandon portions of the right-of-way situated as more particularly described above and below; and

WHEREAS, under the Monroe County Codes and Florida Statutes Chapter 336, it is necessary to hold a public hearing for the Monroe County BOCC to publicly consider said abandonment after publishing due notice of said hearing therewith; and

WHEREAS, the Monroe County BOCC hereby desires to hold a public hearing to consider abandonment of the subject portions of right-of-way situated as more particularly described above and below;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Recitals and Legislative Intent. The foregoing title and recitals are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The Board of County Commissioners of Monroe County, Florida, will hold a public hearing on **March 20, 2024, at the Murray Nelson Government Center, 102050 Overseas Highway, Key Largo, Monroe County, Florida**, to consider abandoning the

subject portions of right-of-way situated as more particularly described above and below as established by the recorded Key Largo plat of Ocean Acres, Plat Book 1, Page 188, Official Records of Monroe County, Florida, to wit:



Section 3. Construction and Interpretation. This Resolution and its interpretation shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adverse administrative proceedings, at trial, in bankruptcy, and on appeal, and all provisions of the Monroe County Comprehensive Plan, Monroe County Codes, Florida Statutes, floodplain management regulations, and Florida Building Code whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adversarial administrative proceedings, at trial, in bankruptcy, and on appeal.

Section 4. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any

sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 5. Severability. If any provision of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Monroe County Board of County Commissioners at a regular meeting held on the 21st day of February, 2024.

Mayor Holly Merrill Raschein, District 5	_____
Mayor *Pro Tem* James K. Scholl, District 3	_____
Commissioner Craig Cates, District 1	_____
Commissioner Michelle Lincoln, District 2	_____
Commissioner David Rice, District 4	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
MAYOR HOLLY MERRILL RASCHEIN

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 2/6/2024

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: J5
2023-2092

BULK ITEM: Yes

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Emily Schemper

AGENDA ITEM WORDING: Approval of a Resolution Setting the Time, Date, and Place for a Public Hearing to Consider Approval of a Resolution, Requested by Island Construction Management Inc. as Agent for Magnolia 101 LLC, Renouncing and Disclaiming the Right of the Monroe County BOCC and Public to a Portion of Right-of-Way Located on a Portion of the Hibiscus Street Right-of-Way, Bounded on the West by a Portion of the Hibiscus Street Right-of-Way Already Abandoned in Favor of and To the Monroe County BOCC as Owner of Square 19 of the Recorded Ocean Acres Plat and State of Florida as Owner of Square 22 of the Recorded Ocean Acres Plat, Bounded on the South by Square 23 of the Recorded Ocean Acres Plat, Bounded on the East by Hibiscus Street Right-of-Way, and Bounded on the North by Square 20 of the Recorded Ocean Acres Plat, as Shown on the Key Largo Plat of Ocean Acres, Plat Book 1, Page 188, Official Records of Monroe County, Florida.

ITEM BACKGROUND:

The applicant, Magnolia 101 LLC, via Island Construction Management Inc. acting as an authorized agent, is seeking for the Monroe County BOCC to voluntarily abandon a portion of right-of-way located on a portion of the Hibiscus Street right-of-way situated within the Key Largo Ocean Acres plat, as recorded in Plat Book 1, Page 188, Official Records of Monroe County, Florida, which is bounded on the west by a portion of the Hibiscus Street right-of-way already abandoned (BOCC Reso. No. 151-2017, recorded in the Official Records of Monroe County on July 25, 2017, at Book 2866, Page 51, Document No. 2132587) in favor of and over to the Monroe County BOCC as record owner of Square 19 of the subject plat and State of Florida as record owner of Square 22 of the subject plat, bounded on the south by Square 23 of the subject plat, bounded on the east by Hibiscus Street right-of-way, and bounded on the north by Square 20 of the subject plat.

The Applicant Magnolia 101 LLC is bound by the attached recorded Settlement Agreement approved following extensive code compliance litigation against the Monroe County BOCC in which the BOCC prevailed, and the proposed portion of public right-of-way Magnolia 101 LLC seeks abandonment of is south of its existing permitted waste separation facility located at 215 Magnolia Street which constitutes, under the Monroe County Comprehensive Plan and Land Development Code, a permitted

light industrial use approved for a portion of Square 20 of the subject Ocean Acres plat.

The Applicant has stated "The Applicant seeks the abandonment for the following reasons: 'To expand the current "Atlantic Trash & Transfer" property and to incorporate the area within the same zoning and FLUM districts". In the interest of maximum clarity to the Applicant, a Board decision on whether to abandon this portion of public right-of-way would not constitute a form of development/permitting approval or approval of expansion of any existing permitted development. Abandonment of a portion of a public right-of-way does not sanction violating the limitations and requirements of the Monroe County Land Development Code and Comprehensive Plan.

All right-of-way abandonments shall comply with the Codes and standard engineering requirements for road, turn-around and fire-rescue access. If required for safety purposes, as determined by either Fire Marshal or the County Engineer, a dedicated turn-around area shall be shown on the submitted survey and shall be agreed to in writing and constructed with payment by the property owner(s) requesting abandonment.

Pursuant to Code of Ordinances Section 19-1, Monroe County professional staff recommends approval of a Resolution **setting a public hearing for March 20, 2024, at the Murray Nelson Government Center, 102050 Overseas Highway, Key Largo, Monroe County, Florida.**

PREVIOUS RELEVANT BOCC ACTION:
NA

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
NA

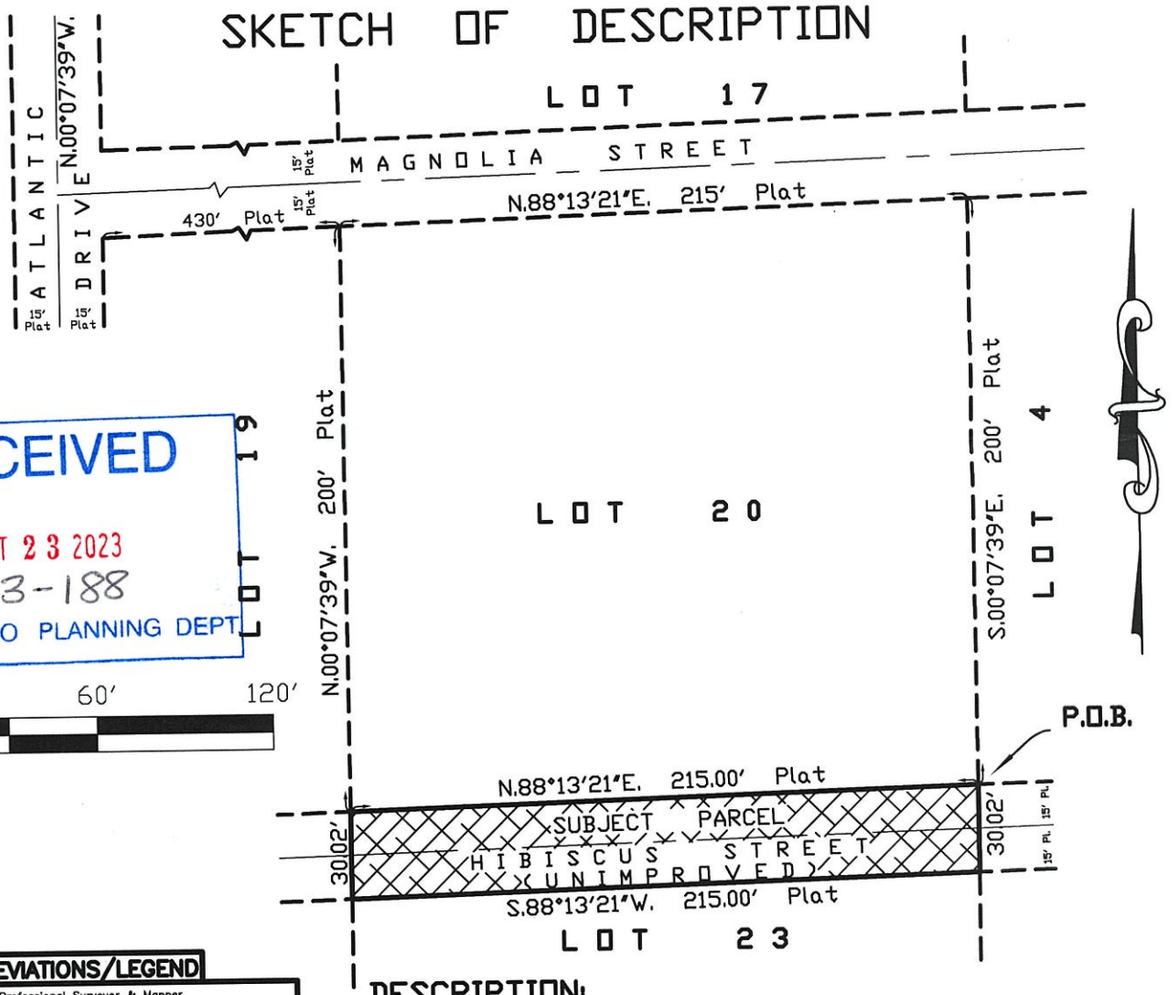
STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

2023-188 Recvd 10.23.23 Sketch of Description.PDF
Settlement Agreement Magnolia 101 LLC.pdf
Resolution.pdf

FINANCIAL IMPACT:
NA

SKETCH OF DESCRIPTION



RECEIVED
OCT 23 2023
2023-188
MONROE CO PLANNING DEPT

ABBREVIATIONS/LEGEND

P.S.M. – Professional Surveyor & Mapper
P.L.S. – Professional land Surveyor
LS – Land Surveyor
LB – Licensed Business
C. – Calculated
D. – Deed
Fin.Flr. – finished floor
El. – Elevation
F.T. – fish table
PK – PARKER KALON FASTENERS
MAG. – Magnetic Nail
U.G.E. – Underground Electric
P.B.– Plat Book / P. – Page
WL – Buried waterline
N.I.S. – not in service
C.B.S. – concrete block shed
LPGT – liquid petroleum gas tank
P.O.B. – Point of Beginning
Rad./N.R. – Radial/Non–Radial
P.O.C. – Point of Commencement
N,S,E,W – North, South, East, West
P.C.P. – permenent control point
P.R.C. – Point of reverse Curvature
P.C.C. – Point of Compound Curve
P.C./P.T. – Point of Curvature/Tangency
P.R.M. – permanent reference monument
NGVD – National Geodectic Vertical Datum
NAVD – North American Vertical Datum
S.U.L. – safe upland line
F.D.O.T. – Florida Department of Transportation

R. – Record
Fnd. – Found
Pl. – Plat
M. – Measured
conc. – Concrete
cor. – corner
FP – fence post
A/C – air conditioner
Cond. – Conduit
F.S. – frame shed
M.S. – metal shed
P.S. – plastic shed
Add. – addition
Plt. – planter
R.O.W. – right of way
T.R. – telephone riser
L.P. – light/lamp pole
Balc. – Balcony
Fnc. – fence
Bldg. – building
Res. – residence
G.A. – guy anchor
M.H.W.L. – mean high water line

● ——— Nail / PK Nail Found
⊙ ——— Nail/PK nail & disc stamped LB#7882 set
● ——— Pipe Found
⊙ ——— Pipe/Cap stamped LB #7882 set
▲ ——— Rebar Found
○ ——— Wood Utility Pole
□ ——— Concrete Utility Pole
——— OU ——— Overhead Utility
——— X ——— Chainlink fence
——— + ——— Wood/plastic fence
——— Water Meter/sewer valve
——— Rock
——— Manhole
☒ concrete davit base

Note: All pipes set are 7/8" (outside diameter) with cap stamped LB #7882 registration number. All PK nail/Mag or 60d spikes set are with discs stamped with LB#7882 Unless otherwise indicated, all pipes found are 7/8" (outside diameter).
Unless indicated, points have No identification.

DESCRIPTION:

A portion of Hibiscus Street contiguous to Lot 20 and Lot 23, OCEAN ACRES, according to the Plat thereof as Recorded in Plat Book 1, st Page 188 of the Public Records of Monroe County, Florida and being more particularly described as follows:

BEGINNING at the Southeasterly corner of said Lot 20 on the Northerly right of way line of Hibiscus Street; thence run S.00°07'39"E along the Southerly extension of the East line of Lot 20, for a distance of 30.02 feet to the Northeasterly corner of Lot 23; thence run S.88°13'21"W along said Northerly line for a distance of 215.00, feet to the Northwesterly corner of said Lot 23 and Southerly right of way line of Hibiscus Street; thence run N.00°07'39"E. along the Northerly extension of the West line of Lot 23 for a distance of 30.02 feet to the Southwest corner of Lot 20; thence run N.88°13'21"E. along the South line of Lot 20 and the North line of Hibiscus Street for a distance of 215.00 feet back to the POINT OF BEGINNING. Containing 6,450, square feet.

NOTES:

1. This sketch represents a "SKETCH OF DESCRIPTION" and is "NOT A BOUNDARY SURVEY".
2. The Bearing Base for this sketch is the South line of Lot 20 shown hereon as running N.88°13'21"E and is "ASSUMED".
3. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written permission of the signing party or parties.

MASSEY-RICHARDS SURVEYING & MAPPING, LLC
Phone: (305)853–0066 / Fax: (305)853–0233
88888 Overseas Highway / P.O. Box 619, Tavernier, Fl. 33070

Client: Atlantic Trash

Section 28 , Township 61 South, Range 39 East

Key Largo Monroe County, Florida

Drafted: 10/10/23 Fieldbook No. NA.

Drawing No. 19187R Drawn By: DSM Scale: 1" = 60'

Florida Certificate of Authorization No. LB 7882

I hereby certify that the sketch hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief.

David S. Massey, P.S.M. # 5125

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

2516

Doc # 2388237 Bk# 3190 Pg# 120 Electronically Recorded 8/18/2022 at 10:45 AM Pages 38
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $324.50

SETTLEMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISISONERS OF MONROE COUNTY, FLORIDA, MAGNOLIA 101, LLC, AND BRIAN LINDBACK AS OFFICER OF MAGNOLIA 101, LLC, AND ATLANTIC TRASH & TRANSFER LLC

Board of County Commissioners of Monroe County, Florida (hereinafter "Monroe County" or the "County"), and Magnolia 101, LLC, Atlantic Trash & Transfer LLC, and Brian Lindback as the sole managing member and officer of said entities (hereinafter "Lindback"), hereafter collectively referred to as the "parties", hereby agree to settle any and all disputes by and among the parties as it relates to the code enforcement cases, liens and controversies referenced herein as follows:

1. **WHEREAS**, Magnolia 101 LLC currently owns those certain below-described parcels of real property, and took title to them pursuant to that certain deed recorded in the Official Records of Monroe County on or about March 5th, 2008, at Book 2348, Page 1824, Document Number 1685024.

   Squares 5 and 20, Ocean Acres, according to the Plat thereof, as recorded in Plat Book 1, Page 188 of the Public Records of Monroe County, Florida.

2. **WHEREAS**, following administrative hearings brought pursuant to found violations of the Monroe County Codes as memorialized in the Notices of Violation and Final Administrative Orders previously issued and entered in those certain Monroe County Code Compliance Department cases identified as Code Enforcement Case No. CE07040209, Code Enforcement Case No. CE07040211, Code Enforcement Case No. CE07040212, Code Enforcement Case No. CE09050067, and Code Enforcement Case No. CE13050096, the Monroe County Code Compliance Special Magistrate issued the attached recorded Final Administrative Orders, appended as **Exhibit "A."** hereto and hereby

incorporated as if fully set forth herein, which are current liens of record against the property of Lindback.

3. **WHEREAS**, the parties desire to compromise and settle and hereby stipulate and bindingly agree to the following:

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby expressly acknowledged and attested to by the parties, Lindback and Monroe County hereby agree as follows:

Section 1 - Recitals. The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.

Section 2 - Settlement. The parties have entered into this Settlement Agreement knowingly, freely, and voluntarily, having determined that they have adequate information upon which to make informed decisions and having decided that it is in their best interests to amicably resolve all code enforcement cases, liens and controversies referenced herein.

A. Neither party is under coercion or duress. Neither has been forced into this Agreement or threatened in any way.

B. Neither party knows of any fact or circumstance which would cause this Agreement to be void or unenforceable.

C. Except as provided herein, the parties agree that each shall bear its own attorneys' fees, costs and expenses arising out of, in connection with, or related to, this matter, whether such fees, costs, or expenses have been incurred prior to the execution of this Agreement or will be incurred after its execution.

D. Lindback agrees to the following:

1. Immediately upon the County's approval of this Agreement (such approval being evidenced as the date of and in the form of the undersigned Assistant County Attorney's executed approval of this Agreement, as authorized by the approval and/or ratification of this Agreement by the Monroe County Board of County Commissioners ("BOCC") at a public meeting of the BOCC, convey by warranty deed the following real property over to the Monroe County Board of County Commissioners:

   A. The parcel referenced above as Square 5,[1] Ocean Acres, according to the Plat thereof, as recorded in Plat Book 1, Page 188 of the Public Records of Monroe County, Florida" (hereinafter "Square 5"); and

   B. Said deed shall be issued and deposited in escrow with The Jacobs Law Group, Attn: Russell Jacobs, 20700 West Dixie Highway, Aventura, Florida 33180.

2. **Affidavit of Clear Title and No Encumbrances.**

   A. Lindback (i.) warrants and certifies that Square 5 is held and titled in the name of Magnolia 101, LLC, free and clear of any encumbrances (other than the instant Monroe County code enforcement liens and that certain mortgage given to First State Bank of the Florida Keys (the "Mortgage") which shall be

[1] Also known as "Parcel 5, Ocean Acres, according to the Plat thereof, as recorded in Plat Book 1, Page 188 of the Public Records of Monroe County, Florida", and/or "Lot 5, Ocean Acres, according to the Plat thereof, as recorded in Plat Book 1, Page 188 of the Public Records of Monroe County, Florida".

released and satisfied at the time of conveyance/transfer to Monroe County), and (ii.) warrants and certifies that Magnolia 101, LLC, has not conveyed Square 5 or any interest therein to any natural or legal person.

B. Lindback (i.) warrants and certifies that it is true and correct that as of the date of his execution of this Agreement no liens (other than Monroe County's code enforcement liens and the Mortgage which shall be released and satisfied at the time of transfer to Monroe County), loans, mortgage encumbrances, or non-mortgage encumbrances, encumber Square 5 (ii.) warrants and certifies that as of the date of his execution of this Agreement said parcel is free of all liens (other than the instant Monroe County code enforcement liens and the Mortgage which shall be released and satisfied at the time of transfer to Monroe County), loans, mortgage encumbrances and non-mortgage encumbrances, and (iii.) warrants, certifies, and guarantees that no such liens, or loans, or encumbrances of any kind will be executed, placed on, or recorded regarding or relating to Square 5 between the date of his execution of this Agreement and the later date of his execution of a warranty deed conveying Square 5 to Monroe County and the date said executed warranty deed is recorded by the County.

3. By executing and authorizing recordation of this Settlement Agreement, Lindback waives any and all challenge to, and consents to, Monroe County's official determination that neither Minor Conditional Use Permit/Minor Conditional Use Development Order No. 2-02, recorded at Book 1790, Page 1377, Document No. 1305054, of the Public Records of Monroe County, Florida ("CUP No. 2-02"), nor any other development order, development permit, act, omission, decision, or representation of Monroe County authorize rock crushing and/or pulverization, concrete pulverization and/or crushing, the separation or sorting or fragmentation or hammering or extraction or excavation of concrete, rocks, or rubble by means of equipment or machine(s), and the separation or sorting or fragmentation or hammering or extraction or excavation of rebar or similar materials from concrete, rocks, rubble, or debris by means of equipment or machine(s) on Square/Lot 20, and that by executing and authorizing recordation of this Settlement Agreement, he and his successor(s)-in-interest and/or successor(s)-in-title are at present prohibited from engaging in such land use, activity, or operation. Monroe County reciprocally agrees that this acknowledges and attests to the current history of development approval(s) for Square/Lot 20 referenced above and does not function as a restrictive covenant upon said property, and that this does not bar Lindback or his successor(s)-in-title or interest from submitting one or more applications requesting approval of an amendment to CUP No. 2-02 and/or submitting one or more applications requesting

approval of an amendment to CUP No. 2-02 and/or submitting one or more applications requesting additional development orders or development permits otherwise authorizing such land use, activity, or operation. It is specifically understood an agreed that nothing contained herein shall prohibit Lindback or his successor(s)-in-title or interest from accepting and receiving concrete, rocks, rubble, or debris and transferring said materials off Square 20 without engaging in any of the prohibited activities described above.

4. Monroe County guarantees that it shall, without any bias or consideration of past Code violations involving Lindback, exercise utmost professional neutrality in evaluating any and all development applications submitted by Lindback or his successor(s)-in-title or interest to either the County or to the State of Florida, including but not limited to application(s) submitted to the Department of Environmental Protection.

E. In the event Lindback or his successor(s)-in-title or interest does not comply with the obligations memorialized at foregoing Paragraph "D.", after receiving notice of the same and failed to cure the same within 30 days of receiving said written notice, then the parties agree that Monroe County shall be entitled to a stipulated judgment immediately enjoining any prohibited conduct or actions and an order imposing a daily fine of $250.00 per day for said prohibited activity until compliance. If after the execution of this Agreement, and compliance with the terms and conditions herein, Lindback sells or

divests himself of all title or interest in the subject properties to an unrelated party or entity, the unrelated party or entity shall be subject to the enforcement provisions contained herein, and he shall not be subject to any enforcement provisions contained herein. In addition, if Monroe County fails to comply with its obligations as set forth in this Agreement, then Monroe County shall be obligated to convey Square 5 back to Lindback and/or his successors and/or assigns.

F. **Satisfaction and Release.** Simultaneously with (i.) the executed warranty deed of Square 5 being conveyed to Monroe County being delivered into escrow and (ii.) after recordation of this executed Settlement Agreement, Monroe County agrees that:

1. It shall issue a recordable instrument and deposit the same in escrow with The Jacobs Law Group, Attn: Russell Jacobs, 20700 West Dixie Highway, Aventura, Florida 33180:
    a. Deeming fully satisfied and forever releasing Lindback and his property from any and all outstanding fines and/or costs associated with the County's above-referenced final administrative orders recorded as liens, the Final Judgment filed in Case No. 2013 CA-945-P, Document No. 2121990 recorded at Book 2853, Page 237, the Notice of Lis Pendens Document No. 1997973, recorded at Book No 2703, Page 923, and any and all other liens or violations against Lindback and/or any of his or his properties referenced in this Agreement; and

b. Releasing Lindback and his property from the County's operative conservation easement on Square 20 referenced more fully above,[2] appended as **Exhibit "B."**

2. The Monroe County Planning and Environmental Resources Department shall not object to or recommend denial of an application for a right-of-way abandonment petition submitted by Lindback or his successor(s)-in-title or interest, that requests abandonment of the portion of the right-of-way of Hibiscus Street laying between Squares/Parcels/Lots 20 and 23, of the Ocean Acres Subdivision, as recorded in Plat Book 1, page 188, on Key Largo, Florida, more particularly depicted on the aerial appended as **Exhibit "C."**

3. The Monroe County Planning and Environmental Resources Department shall not object to, deny, or recommend denial of any application(s) submitted by Lindback or his successors-in-title or interest seeking to expand development (whether in the form of clearing, construction, operations, etc.) into the right-of-way area upon abandonment and former conservation easement area upon release, assuming all Land Development Code and Comprehensive Plan requirements are met.

G. **Mortgage.** In no event shall the interpretation or operation of this Agreement be construed or applied to have Monroe County assume the Mortgage or any responsibility or liability arising thereunder, in whole or in part. The Mortgage

[2] That certain operative Corrective Grant of Conservation Easement recorded at Book 2394, Page 2283, Document No. 1725484, of the Public Records of Monroe County, Florida.

shall be released and satisfied in the land records of Monroe County immediately prior to recorded conveyance of the Square/Parcel 5 over to the County.

Section 3 - Jurisdiction. The Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida, shall have jurisdiction over this Settlement Agreement for the sole purpose of enforcing its terms.

Section 4 - Good Faith. These settlement negotiations have been undertaken by the parties in good faith.

Section 5 - Choice of Law; Governing Law; Venue. This Agreement is not subject to arbitration and shall be governed by, and construed and enforced in accordance with, the laws of the state of Florida, and venue for all claims, controversies, or disputes relating to this Agreement shall remain in the Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida.

Section 6 - Binding Effect. It is agreed and understood that this Agreement shall be and is binding upon the parties hereto, including their successors-in-interest.

Section 7 - Inconsistency, Partial Invalidity, Severability, and Survival of Provisions. If any provision or term of this Agreement, or any portion(s) thereof, is/are in any way invalidated by any administrative hearing officer or court of competent jurisdiction, such invalidation shall neither limit nor impair the validity or operation of any other provision or term, or remaining portion(s) thereof. All such other provision(s) and term(s), or portion(s) thereof, shall continue unimpaired in full force and effect.

Section 8 - Integration. This Agreement constitutes the entire Agreement and any representation or understanding of any kind preceding the date of the parties'

written final approval of this Agreement not specifically and expressly memorialized herein is not binding on either of the parties except to the extent that it has been specifically and expressly memorialized in this Agreement.

Section 9 - Non-Reliance by Third-Parties. No non-signatory person(s) or entity(ies) shall be entitled to rely upon any conditions, provisions, or terms of this Agreement to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to or benefit(s) from any conditions, provisions, or terms hereunder.

Section 10 - Execution in Counterparts. The parties acknowledge and agree that this Agreement may be executed in one or more counterparts, each counterpart shall be considered an original portion of this Agreement, and all which constitute a single instrument.

Section 11 - Effective Date. Once fully and finally executed by Magnolia 101 LLC and the County, this Agreement shall be considered legally effective and binding.

Section 12 - Exhibits/Scrivener's Errors. The Monroe County Board of County Commissioners authorizes the Monroe County Attorney and counsel representing the Monroe County Attorney's Office in this matter to insert all exhibits referenced herein, and to correct any scrivener's errors within this Agreement, prior to written execution of this Agreement on the County's behalf as authorized and approved by the Board of County Commissioners following a duly noticed public meeting of the Monroe County Board of County Commissioners at which this Settlement Agreement is considered.

WITNESSESS TO ALL: **APPROVED BY:**

Ann C. DeRomo
Witness No. 1 (Print Name)

Brian Lindback (Signature)

Witness No. 1 (Signature)

Alexis A. Gomez
Witness No. 2 (Print Name)

Witness No. 2 (Signature)

STATE OF FLORIDA **COUNTY OF MONROE**

The foregoing **Settlement Agreement**, was acknowledged and attested before me this 17th day of August, 2022, Brian Lindback, who is personally known to me or produced _____ as proof of identification and did take an oath.

ANN C. DEROMO
Commission # GG 352724
Expires November 8, 2023
Bonded Thru Budget Notary Services

Notary Public Seal

Ann C DeRomo
Notary Public (Print Name)

Notary Public (Signature)

ON BEHALF OF MONROE COUNTY, FLORIDA:

8/17/22
Date

Peter H. Morris
Assistant County Attorney
FBN: 104101
Morris-Peter@MonroeCounty-FL.gov
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040
Telephone: (305) 292-3470
Telefax: (305) 292-3516

Exhibit "A."

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
LARRY J. SARTIN
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA
Petitioner.

vs.

OCEAN ACRES RECYCLING, LLC
Respondent(s).
_____/

CASE NO. CE07040209

Doc# 1670155 11/09/2007 10:45AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1670155
Bk# 2330 Pg# 1372

ORDER IMPOSING ADMINISTRATIVE COSTS
AND ORDER OF TIMELY COMPLIANCE

THIS CAUSE having come on for public hearing before the Code Enforcement Special Magistrate on August 30th 2007, at the Monroe County Government Regional Center, located at 2798 Overseas Highway, Marathon, Florida, the Special Magistrate, having reviewed the evidence, heard testimony under oath and being otherwise fully apprised in the premises, makes the following findings of fact and conclusions of law:

1. That the Special Magistrate has jurisdiction over the subject matter of this action;
2. That the Respondent(s) was/were properly served with notice of hearing held in this matter and is/are subject to the orders of the Special Magistrate;
3. That the violation(s) alleged in this matter exist(s) in relation to: MONROE COUNTY RIGHT OF WAY AT OCEAN ACRES, KEY LARGO, MONROE COUNTY, FLORIDA;
4. That the above named Respondent(s) has achieved timely compliance;

Therefore it is

ORDERED AND ADJUDGED that this case is dismissed.

5. That pursuant to Florida Statutes Section 162.07, a cost in the amount of

$100.00 (ONE HUNDRED DOLLARS) is hereby levied for the administrative recovery for prosecution and investigation. Said fine, if not paid within thirty (30) days of this order, shall be recorded in the public records of Monroe County and shall thereafter constitute a lien against the land on which the violation or violations existed and upon any other real or personal property owned by the violator(s).

DONE AND ORDERED at the Division of Administrative Hearings, Tallahassee, Florida, on this 30th day of August, 2007.

Larry J. Sartin
Code Enforcement Special Magistrate

DocH 1670155
BkH 2330 PgH 1373

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day before, me, an officer duly qualified to take acknowledgments, personally appeared Larry J. Sartin, personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on on this 30th day of August, 2007.

Notary Public

Karen L. Bass
My Commission DD333077
Expires June 28, 2008

I HEREBY CERTIFY that a true and correct copy of the above has been furnished to the Respondent(s) by U.S. Mail attn: Carl Lindbeck at P.O. Box 489, Islamorada, FL 33036, on this 30th day of August, 2007.

Karen L. Bass
Code Enforcement Liaison

Please make check or money order payable to Monroe County Code Enforcement and mail to 2798 Overseas Highway, Marathon, FL 33050. This must be paid within 30 days or this order will be recorded with the Clerks' office and constitute a lien on the above mentioned property.

MONROE COUNTY
OFFICIAL RECORDS

Doc# 1684912 03/04/2008 3:00PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1684912
Bk# 2348 Pg# 1434

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
LARRY J. SARTIN
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,
Petitioner.

CASE NO. CE07040211

vs.

OCEAN ACRES RECYCLING, LLC
Respondent(s).
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CAUSE having come on for public hearing before the Code Enforcement Special Magistrate on July 27th 2007, at the Monroe County Government Regional Center, located at 2798 Overseas Highway, Marathon, Florida, the Special Magistrate, having reviewed the evidence, heard testimony under oath and being otherwise fully apprised in the premises, makes the following findings of fact and conclusions of law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That the Respondent(s) is/are the owner of record of property located at:
   OCEAN ACRES, PB1-188, KEY LARGO LOT 20, MONROE COUNTY, FLORIDA
   (RE#00454520-000000);
2. That the Respondent(s) was/were duly noticed of this hearing; and
3. That the above-named property is in violation of the Monroe County Code as more particularly described in Exhibit "A", which is attached hereto and incorporated herein.

Therefore it is

ORDERED AND ADJUDGED that:

A. Respondent(s) is/are in violation of the Monroe County Code(s) and is/are ordered to

comply with the provisions of said codes by August 23rd 2007. A compliance / review hearing will be held on August 30th 2007. CONTAINERS ARE TO BE REMOVED BY COMPLIANCE DATE, OR FINES WILL BEGIN ACCRUING.

B. Upon complying, Respondent(s) shall notify the Code Inspector in this case who shall re-inspect the property and notify the Code Enforcement Department of compliance.

C. Noncompliance by the above date will result in the imposition of a fine, $250.00 (TWO HUNDRED FIFTY DOLLARS), per day, for each day thereafter that Respondent(s) is/are in violation.

D. Pursuant to Florida Statutes Section 162.07, a cost in the amount of $100.00 (ONE HUNDRED DOLLARS) has been levied for the administrative recovery for prosecution and investigation.

Doc# 1684912
Bk# 2348 Pg# 1435

E. In the event of nonpayment of fines/liens imposed, a certified copy of an order imposing a fine may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator(s).

F. You have the right to appeal this order to the Circuit Court of Monroe County. If you wish to appeal, you must do so no later than thirty (30) days from the date of this Order. Failure to timely file a written Notice of Appeal will waive your right to appeal.

DONE AND ORDERED at the Division of Administrative Hearings, Tallahassee, Florida, this 30 day of August, 2007.

Larry J. Sartin
Code Enforcement Special Magistrate

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Larry J. Sartin, personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of August, 2007.

Elma Williams
Notary Public

Elma Williams
Commission # DD481642
Expires December 2, 2009
Bonded Troy Fain Insurance Inc 800-385-7019

EXHIBIT "A" DocH 1684912
Bk# 2348 Pg# 1436

VIOLATION(S):

COUNT 1. Pursuant to Monroe County Code §9.5-111(1) - A building permit is required prior to the following: (1)Any work specified in chapter 6.0; Land clear without benefit of a permit.

CORRECTION(S):

COUNT 1. Please contact the Monroe County Building Department and the Monroe County Biologist and obtain an after the fact permit for land clear, and obtain a restoration agreement. Containers are to be removed by compliance date, or fines will begin accruing.

CONTACT YOUR CODE INSPECTOR UPON COMPLIANCE
Upper Keys (305)852-7135
Middle Keys (305)289-2810
Lower Keys (305)292-4495

I HEREBY CERTIFY that a true and correct copy of the above has been furnished to the Respondent(s) via first-class mail Attn: Carl Lindbeck (Mgrm) P.O. Box 489, Islamorada, FL 33036, this 7th day of August, 2007.

Code Enforcement Liaison
Karen L. Bass

Please make check or money order payable to Monroe County Code Enforcement and mail to 2798 Overseas Highway, Marathon, FL 33050.

MONROE COUNTY
OFFICIAL RECORDS

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
LARRY J. SARTIN
MONROE COUNTY, FLORIDA

Doc# 1685923 03/12/2008 9:26AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

MONROE COUNTY, FLORIDA
Petitioner,

vs.

CASE NO. CE07040212

OCEAN ACRES RECYCLING, LLC
Respondent(s).
_____/

Doc# 1685923
Bk# 2349 Pg# 1970

ORDER IMPOSING PENALTY/LIEN

THIS CAUSE having come on for public hearing before the Special Magistrate on July 27, 2007, at the Marathon Government Regional Center, located at 2798 Overseas Highway, Marathon, Florida, after due notice to the Respondent(s), at which time the Special Magistrate heard testimony under oath, received evidence, and issued his Order finding the Respondent(s) in violation of Monroe County Code Section(s): §9.5-111(1), §9.5-236(a)(5).

Said Order, and subsequent orders, required the Respondent(s) to correct the violation(s) by August 23, 2007, and further, that failure to correct the violation(s) by the compliance date would result in a fine $250.00, (TWO HUNDRED FIFTY DOLLARS) per day, being imposed for each day thereafter that there is noncompliance. At the hearing of the Special Magistrate held on January 31st 2008, Inspector Link testified that the violation(s) had not been corrected:

ACCORDINGLY, the Special Magistrate finding that the violation(s) had not been corrected, as previously ordered, it is hereby:

ORDERED that the Respondent(s) pay to Monroe County, Florida, a fine in the amount of $250.00, (TWO HUNDRED FIFTY DOLLARS) per day, beginning August 24, 2007, and for each and every day thereafter that the violation(s) exist(s) and/or continue(s) to exist. Pursuant to Florida Statutes Section 162.07, a cost in the amount of $100.00 (ONE HUNDRED DOLLARS) is hereby levied for the administrative recovery for prosecution and investigation.

THIS ORDER SHALL CONSTITUTE A LIEN AGAINST THE LAND ON WHICH THE VIOLATION(S) EXIST(S) AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR(S).

THE VIOLATION(S) EXIST(S) ON THE FOLLOWING DESCRIBED PROPERTY: OCEAN ACRES PB1-188 KEY LARGO LOTS 35-36 & 45, KEY LARGO, MONROE COUNTY, FLORIDA (RE:00454110-000000).

Doc# 1685923
Bk# 2349 Pg# 1971

Pursuant to Section 162.09, Florida Statutes, this lien may be recorded with the Clerk of the Courts for Monroe County, Florida.

That upon complying, the Respondent(s) shall notify the Code Inspector in this case, who shall reinspect the property and notify the Special Magistrate of compliance.

DONE AND ORDERED this 7th day of February, 2008, at the Division of Administrative Hearings, Tallahassee, Florida.

BY _____
Larry J. Sartin
Code Enforcement Special Magistrate

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, on officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Larry J. Sartin, personally known to me, who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of February, 2008.

Elma Williams
Notary Public

Elma Williams
Commission # DD481642
Expires December 2, 2009
Bonded Troy Fain Insurance Inc 800-385-7019

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Order Imposing Penalty/Lien has been furnished by U.S. Mail, to the Respondent(s) to the ATTN: Mr. Carl E. Lindback III (Manager & RA) P.O. Box 489, Islamorada, FL 33036 , this 11th day of February, 2008.

Karen L. Bass,
Code Enforcement Liaison

MONROE COUNTY
OFFICIAL RECORDS

BEFORE THE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

MAGNOLIA 101 LLC

Respondent(s).

Case No. CE 09050007

Subject Property Real Estate Number:
00454520-000000

Doc# 1756931 08/31/2009 10:03AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1756931
Bk# 2429 Pg# 846

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Enforcement Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ were/~~were not~~ present and did/~~did not~~ contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing. The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and pursuant to Section 162.07 of Florida Statutes costs in an amount to be determined at the conclusion of this case are hereby levied for the administrative recovery of the costs of prosecuting and investigating this matter. Costs will continue to accrue until compliance is achieved and case is closed. Furthermore, the Respondent(s) shall comply with those Code(s) referred to in the Notice of Violation/Notice of Hearing **on or before** 9/7/09 **("THE COMPLIANCE DATE").**

(✓) In the event the violation(s) were or are not corrected **on THE COMPLIANCE DATE PREVIOUSLY ORDERED** or **on THE COMPLIANCE DATE SET FORTH HEREIN**, fine(s) in the amount of:

$ 110-140.(1) = 100.00
U-27.(b)(2)h = 250.00

for each day beginning on **THE DAY AFTER THE COMPLIANCE DATE** that the Respondent(s) is/are in violation is/are hereby ORDERED.

( ) a one time fine of $ _____ is ORDERED, and the condition causing the violation(s) is found to present a threat to the public health, safety and welfare. It is further ordered, that the County is hereby authorized to make all reasonable repairs which are required to bring the property into compliance and charge the respondent(s) with cost of repairs including administrative recovery of the costs of prosecuting and investigating this matter.

( ) The Respondent(s) is/are ordered to attend a compliance/review hearing to be held on _____, 20____.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE ENFORCEMENT AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

In the event of nonpayment of fines and costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months. Please make checks payable to Monroe County Code Enforcement and mail to: Monroe County Code Enforcement, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Enforcement within thirty (30) days of this Order.

(✓) CEASE AND DESIST AND NO OCCUPANCY ON TRAILER AND RV.

DATED this 27TH day of AUGUST, 20 09.

LARRY J. SARTIN, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMTITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER AND SERVICE

I hereby certify that this is a true ~~and correct copy~~ of the above Order and that a true and correct copy has been furnished to the Respondent(s) and/or Authorized Representative *via hand delivery* ~~*first class U.S. mail*~~ to address of record with the Monroe County Property Appraiser's Office on this 28TH day of AUGUST, 20 09

MONROE COUNTY
OFFICIAL RECORDS

Nicole M. Petrick, Code Enforcement Liaison

Doc# 1970700 02/28/2014 10:37AM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 1970700
Bk# 2673 Pg# 538

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. MAGNOLIA 101 LLC; ATLANTIC TRASH AND TRANSFER LLC; and BRIAN LINDBACK, Respondents.	)	Case No. CE13050096

FINAL ORDER

This case came before the Code Compliance Special Magistrate for final hearing by video teleconference on September 26, 2013, at sites in Marathon and Tallahassee, Florida. Petitioner Monroe County ("County") was represented by Steven T. Williams, Esquire, Assistan County Attorney. Scott C. Black, Esquire, represented Respondents.

The County initiated this proceeding on June 17, 2013, by issuing a Notice of Violation ("NOV") against Respondents. As charged in the NOV, the property at issue (the "Property") is located at 101 Magnolia Street, Key Largo, Florida, and has been assigned real estate number 0045420-000000. The County alleges that the Property is in violation of the Monroe County, Florida Code ("Code") on five separate grounds. The NOV provides, in relevant part, as follows:

> [*Count I*] 130-74. (a) - ACCESSORY USES/AUTHORIZED USE
> No land in the county shall be developed, used or occupied unless expressly authorized in Monroe County Code Chapter 130.

* * *

Doc# 1970700
Bk# 2673 Pg# 539

[*Count II*] 130-94. - SUBURBAN RESIDENTIAL DISTRICT
(Count 1)
The establishment of a heavy industrial use, in the form of resource extraction, without the benefit of a permit is prohibited. ...

* * *

[*Count III*] 130-94. - SUBURBAN RESIDENTIAL DISTRICT
(Count 2)
The activities beyond the approved area of Lot 20 (such as the production and transfer of mulch and use of public property for heavy equipment), are light and heavy industrial uses and are not permitted ....

* * *

[*Count IV*] 21-21.(b) - ILLEGAL DISPOSAL/ROADS/WATER/

* * *

[*Count V*] 118-40 – GENERAL RESOURCE EXTRACTION STANDARDS
All resource extraction activities must comply with the provision of MCC Sec. 118-41 and Sec. 118-42.

During the final hearing, the parties reached an agreement to settle Counts I, III, and IV. The parties' written agreement concerning these charges has been incorporated into this Final Order.

At hearing, the County presented as witnesses its employees Kathleen Windsor, Diane Link, and Michael D. Roberts. Petitioner's Exhibits 1 – 90 were received in evidence. Respondents called Brian Lindback as their sole witness and offered no exhibits.

Having fully considered the evidence presented at hearing, and having considered the parties' respective proposed final orders, the following findings of fact and conclusions of law are made.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent Magnolia 101, LLC ("Magnolia "), a Florida corporation, owns the Property. Respondent Brian Lindback ("Lindback") is the president of Magnolia. He is also the president of Respondent Atlantic Trash and Transfer, LLC.

2. The Property is a square parcel sometimes referred to as Lot 20. Magnolia owns three other square parcels located near Lot 20 on Magnolia Street in Key Largo, Florida. Each of these parcels—known respectively as Lots 1, 4, and 5— has a unique real estate number.[1] The NOV does *not* allege that Lots 1, 4, and 5, are in violation of the Code, either collectively or separately.

3. To remedy past Code violations, Magnolia was required to replant trees on portions of Lots 1, 4, and 20. To perform this work, Magnolia retained Conch Tree Landscaping ("Conch Tree"). Conch Tree applied for permits but, as of the final hearing, none had been issued.

4. On or about May 8, 2013, during an inspection of Magnolia's property, Kathleen Windsor, a County Code Compliance officer, observed trenches in the ground from which coral rock had been removed. Coral rock is a commercially valuable natural resource. Ms. Windsor saw a trench digger parked near the trenches; it appeared to be temporarily disabled by a broken "tooth." Parked next to the trench digger was a truck on which the name Caputo Electric Inc. was prominently displayed.

5. On May 10, 2013, a Stop Work Order was issued and posted on Respondents' property.

6. The County obtained a survey to determine the location and extent of the trenching and excavation. The survey shows, and the parties agree, that none of the trenching and coral rock mining occurred on Magnolia's property. Rather, it is undisputed that the digging and rock removal took place primarily on a County owned right-of-way and partially on state owned land. The extraction of coral rock happened near (but not on) Magnolia's Lots 1, 4, and 5. Of Magnolia's four parcels in the area, Lot 20, which is the Property at issue, is the farthest away from the site of the coral rock removal.

7. No persuasive evidence was adduced showing that Respondents used the Property (Lot 20) as alleged in the NOV, namely as a site for heavy industry in the form of resource extraction, i.e., coral rock removal. Based on the evidence in the record, the undersigned finds that the County failed to prove the allegation that Respondents established a heavy industrial use on the Property.

---

[1] Lot 1 is assessed under real estate number 00454110-000000. Lot 4 is assessed under real estate number 00454220-000000. Lot 5 is assessed under real estate number 00454230-000000.

Doc# 1970700
Bk# 2673 Pg# 541

8. The parties sharply dispute the County's contention that Respondents directed, authorized, controlled, or acquiesced to the coral rock removal that everyone agrees took place on County and state property. The County concedes that it offered no direct evidence of such involvement by Respondents but argues that Respondents' culpability can and should be inferred from the circumstances. Lindback, during his testimony, explicitly and unambiguously denied having ever ordered or authorized any work to be performed anywhere without the benefit of a permit. It is difficult to imagine, however, given the nature and scope of the activities at issue, that Lindback could have been completely unaware of the trenching and rock removal, which were apparently being conducted by the contractor he had retained to perform landscaping work on Magnolia's property. Likewise hard to explain is the question of why Conch Tree would have commenced extracting coral rock, if not at Respondents' direction; presumably, someone requested the work, but who? Unfortunately, no one from Conch Tree (or Caputo Electric Inc.) testified at the final hearing.

9. As it happens, it is not necessary to resolve the dispute about Respondents' alleged involvement in the trenching and rock removal because, as found above, the evidence fails to establish that such uses occurred on the Property, which is essential to the charges set forth in the NOV. Thus, even assuming for argument's sake that Respondents caused the coral rock to be removed, the Property is not in violation of the Code as charged here.

10. To be clear, the determination that Respondents are not guilty of the specific violations alleged in Counts II and V of the NOV is not equivalent to a finding that they are necessarily innocent of all wrongdoing in connection with the extraction of coral rock from County and state property. There might be other Code violations besides these, which the County could allege in a subsequent notice. Moreover, the unauthorized entry upon *someone else's* land to dig up and remove valuable coral rock without the owner's permission likely would cause injuries or damages for which the owner could seek redress outside of Code enforcement channels.

Therefore it is:

ORDERED AND ADJUDGED:

1. Based on the agreement of the parties, Respondents are found in violation of the Code as charged in Counts I and III. The Property will be checked for compliance on December 17,

DocH 1970700
BkH 2673 PgH 542

2013. The parties agree that the completion of the following measures will achieve compliance for these charges:

(a) Clear all Special or Yard Waste off Conservation Easement portion of Lot 20, Lot 4 and County ROW.

(b) Use of Heavy Industrial Equipment on Conservation Easement, Lot 4 and County ROW is authorized for the removal of Special or Yard Waste.

(c) All Heavy Equipment, Storage Containers and Industrial vehicles shall not be parked or stored on restricted property or County ROW. However temporary parking for loading and unloading for the removal of Special or Yard Waste shall be permitted.

(d) All authorized commercial activities shall be confined to the Commercial Portion of Lot 20 and conducted within the guidelines of Development Order 2-02.

2. Based on the agreement of the parties, Respondents are found in violation of the Code as charged in Count IV. The Property will be checked for compliance on October 4, 2013. The parties agree that compliance will be achieved with the removal of Special Waste of any kind from County ROW and all boulders from Lot 1.

3. In the event the violations are not corrected on or before the applicable compliance dates specified above, daily fines in the following amount, per violation, will begin to accrue on the day after the compliance date for each noncompliance:

Count I: 130-74(a)	$250.00
Count III: 130-94	$250.00
Count IV: 21-21(b)	$250.00

4. Respondents are not in violation of Monroe County Code sections 130-94 and 118-40 as charged in Counts II and V of the NOV.

5. Pursuant to section 162.07, Florida Statutes, costs in an amount to be determined at the conclusion of this case are hereby levied for the administrative recovery of the costs of

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Bk# 2673 Pg# 543

prosecuting and investigating this matter. Costs will continue to accrue until compliance is achieved and the case is closed.

6. In the event of nonpayment of fines and costs imposed on Respondent, a certified copy of an order imposing fine may *be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator.*

DONE AND ORDERED at the Division of Administrative Hearing, Tallahassee, Florida, this 11th day of February, 2014.

John G. Van Laningham
Code Compliance Special Magistrate

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

Doc# 1970700
Bk# 2673 Pg# 544

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative Scott Black, Esq. on this 14th day of Feb ,20 14 .

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

Exhibit "B."

Doc# 1725484 01/06/2009 2:04PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1725484
Bk# 2394 Pg# 2283

Return to:
Monroe County
Growth Management Division
2798 Overseas Highway
Marathon, Florida 33050

Prepared by:

No Stress Property Management, Inc.
144 Apache Street
Tavernier, FL 33070

---------- Space Above This Line For Recording ----------

MONROE COUNTY, FLORIDA
CORRECTIVE GRANT OF CONSERVATION EASEMENT

This corrective Grant of Conservation Easement is being recorded to correct the Grant of Conservation Easement filed at Book 1972 Page 1096, in order to reflect the conditions in the minor conditional use Development Order 2-02 issued by Monroe County on April 22, 2002 filed at Book 1790 Page 1379.

This Conservation Easement is Granted this 6th day of January 2009 by Magnolia 101, LLC, whose address is 101 Magnolia Street, Key Largo, Florida 33037 in the County of Monroe and the State of Florida (Grantor), to Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, (Grantee).

Grantor declares and grants as follows:

1. **Background Information**

   A. Grantor is the successor in interest to the above-referenced Development Order and is the fee simple title holder of certain real property with a street address of 101 Magnolia Street, Key Largo, Florida 33037, and with a Monroe County Real Estate Number of RE# 00454520-000000 (Ocean Acres, Key Largo, Lot 20), the servient estate, and which is shown on Exhibit A.

   B. The consent of all mortgagee(s) of the servient estate is attached as Exhibit ____[1]. If no consent is attached hereto, Grantor certifies to Grantee that no mortgage exists.

   C. Grantor desires to develop the servient estate as a waste processing facility.

   D. The servient estate contains High Elevation Tropical Hardwood Hammock and Restored Hammock Areas.

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BkH 2394 PgH 2284

E. Grantee is a general purpose political subdivision of the State and is authorized to regulate and control the use of real property through Land Development Regulations (LDRs) in order to protect the public health, safety and welfare of its citizens.

F. Section 9.5-337 (2006 edition) of Grantee's LDRs requires that certain areas of the servient estate be retained as open space and preserved in their natural condition.

2. Grant of Easement

Grantor grants to Grantee the easement shown on Exhibit A.

3. Character of the Easement

This easement is a conservation easement, which, as defined by Section 704.06 of the Florida Statutes, is a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural or wooded condition; retaining such areas as suitable habitat for fish, plants or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archeological or cultural significance; or maintaining existing land uses.

4. Location and Description of the Easement

A. This easement is located on the servient estate as described above.

B. This easement is shown in the diagram attached to this instrument as Exhibit A and by reference made a part hereof.

5. Law Governing the Easement and Enforcement Thereof

This easement is governed by Section 704.06 of the Florida Statutes, or the equivalent Florida Statute governing conservation easements, and is to be construed and enforced in accordance with that statute and in accordance with the laws of the State of Florida and the Grantee's LDRs.

6. Restrictions Imposed by the Easement

By these presents Grantor imposes and will impose the following restrictions on the use of the servient estate within the easement area:

A. No construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

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BkN 2394 PgN 2285

B. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

C. No removal, trimming or pruning of trees, shrubs or vegetation except for such removal, trimming or pruning which Grantee's biologist has authorized in writing.

D. No excavation, dredging or removal of loam, peat gravel, soil, rock or other material substances in such a manner as to affect the surface of the easement area.

E. No surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

F. No activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation or fish and wildlife habitat preservation.

G. No acts or uses detrimental to such retention of land or water areas.

H. No planting of non-native, invasive or exotic plants.

I. No acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological or cultural significance.

J. _____.

7. Access to the Servient Estate

Grantor will allow Grantee to access and to enter upon the servient estate, with no less than 24 hours notice, for the purposes of inspection to determine the Grantor's compliance with this Grant of Easement.

8. Limitation on Liability for Personal Injury or Injury to Property

The Grantor waives any rights the Grantor may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grantee or an employee or agent of Grantee during the course of Grantee's activity related to this Grant of Easement and further Grantor holds Grantee harmless from the claims of all persons for action, inactions or activities occurring on the servient estate.

9. Term of Easement

This easement is perpetual and runs with the land.

DocH 1725484
BkH 2394 PgH 2286

10. Persons Bound by Easement

This easement is binding on all present and future owners and mortgagees of the servient estate.

11. Entirety of Grant of Easement

This Grant of Easement constitutes the entire Grant of Easement from Grantor to Grantee and any understanding or representation of any kind preceding the date of this Grant of Easement is not binding on either the Grantor or Grantee except to the extent it has been incorporated into this Grant of Easement.

12. Modification of Grant of Easement

This Grant of Easement may be modified only by a written modification signed by an authorized representative of Grantor and Grantee and by any mortgagee(s).

13. Recover of Attorney's Fees

In the event of any controversy, claim or dispute arising under or as a result of this Grant of Easement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

14. Notice Concerning Grant of Easement

Any notice provided for or concerning this Grant of Easement will be made in writing and will be sufficiently given when sent by certified or registered mail to the respective address, as set forth at the beginning of this Grant of Easement, of Grantor or Grantee.

15. Recording of Grant of Easement

This Grant of Easement will be recorded in the Official Records of Monroe County, Florida and any changes hereto will also be recorded in the Official Records of Monroe County.

[The remainder of this page has been intentionally left blank.]

DocH 1725484
BkH 2394 PgH 2287

In Witness Whereof, Grantor grants the Conservation Easement above and executes this instrument this 19 day of December, 2008.

2 First Witness Signature	3 Grantor Signature
4 David da Silva First Witness Printed Name	5 Jude Lindback Grantor Printed Name
6 Kim Rohrs Second Witness Signature	7 Managing Member ~~Registered Agent~~ Grantor Title
8 Kim Rohrs Second Witness Printed Name	9 12-19-08 Date

State of Florida
County of Monroe

Before me, the undersigned authority, personally appeared Judemarie G. Lindback and _____, who are personally known to me, or have produced _____ and FLDL# L531-427-54-686-0, respectively as identification.

Sworn and subscribed to me this 19 day of December, 2008.

Laura Laskis-Carroll Typed Notary Name and Number	Laura Laskis-Carroll Notary Signature and Seal

LAURA LASKIS-CARROLL
Notary Public - State of Florida
My Commission Expires Aug 28, 2010
Commission # DD 562791
Bonded By National Notary Assn.

GOCEA - Rev: 8/1/06
Prepared by:

DocN 1725484
BkN 2394 PgN 2288

MONROE COUNTY, FLORIDA
ACCEPTANCE OF CONSERVATION EASEMENT

In Witness Whereof, Grantee accepts the Conservation Easement granted above and executes this instrument the date set forth below.

First Witness Signature

Monroe County, Florida

By_____:

Ralph Gouldy
First Witness Printed Name

Director of Growth Management (Signature)

Susan M Grimsley
Second Witness Signature

Andrew D. Trivette
Director of Growth Management (Printed Name)

Susan M. Grimsley
Second Witness Printed Name

12/19/08
Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Susan M Grimsley
Date: 12-19-08

State of Florida
County of Monroe

Before me, the undersigned authority, personally appeared Andrew Trivette, who is personally known to me, or has produced _____ as identification.

Sworn and subscribed to me this 19th day of December, 2008.

MEYE ZANOB
Notary Public - State of Florida
My Commission Expires May 10, 20[illegible]
Commission # DD [illegible]

Typed Notary Name and Serial Number

Notary Signature and Seal

GOCEA - Rev: 8/1/06
Prepared by:

ABBREVIATIONS/LEGEND

SHEET 1 OF 2

P.L.S. – Professional Land Surveyor
P.S.M. – Professional Surveyor & Mapper
R. – Record
C. – Calculated
Fr. – Wood frame
Fin.Flr. – finished floor
El. – Elevation
CB – concrete block
Balc. – Balcony
Fnc. – fence
Res. – residence
MAG. – Magnetic Nail
N.I.S. – not in service
LPGT – liquid petroleum gas tank
U.G.E. – Underground Electric
Rad./N.R. – Radial/Non-Radial
N,S,E,W – North, South, East, West
P.O.C. – Point of Commencement
P.O.B. – Point of Beginning
P.C.P. – Permanent Control Point
P.C.C. – Point of Compound Curve
P.R.C. – Point of Reverse Curvature
P.C./P.T. – Point of Curvature/ Tangency
P.R.M. – Permanent Reference Monument
A.M.H.W.L. – Approximate Mean High Water Line

Fnd. – Found
L.S. – Land Surveyor
L.B. – Licensed Business
D. – Deed
Pl. – Plat
M. – Measured
conc. – Concrete
cor. – corner
FP – fence post
A/C – air conditioner
Cond. – Conduit
F.S. – frame shed
M.S. – metal shed
P.S. – plastic shed
C.B.S. – conc. block shed
Add. – addition
PR. – planter
R.O.W. – right of way
W.F.T. – wood fish table
C.F.T. – conc. fish table
P.F.T. – plastic fish table
T.R. – telephone riser
L.P. – light/lamp pole
G.A. – guy anchor
Bldg. – building

● ——— Nail / PK Nail Found
⊙ ——— Nail/Pk Nail LB #6956 set
⊕ ——— Pipe Found
⊙ ——— Pipe/Cap LB #6956 set
▲ ——— Rebar Found
Ø ——— Wood Utility Pole
——— E ——— Overhead electric lines
——— T ——— Overhead telephone lines
——— C ——— Overhead cable television
——— x ——— Chainlink fence
——— + ——— Wood fence
——— P ——— Plastic fence
——— M ——— Metal fence
⊕— Water Meter
⊕— Water valve
●— Rock
⊠— Concrete Davit Base

Note: All pipes set are 7/8" (outside diameter) with cap stamped LB #6956
All PK nail/MAG nail or disk spikes set are with discs stamped LB #6956
Unless otherwise indicated, all pipes found are 7/8" (outside diameter)
Unless indicated points have No identification

DocH 1725484
BkH 2394 PgH 2289

CONSERVATION EASEMENT DESCRIPTION:

An easement for conservation purposes over and across a portion of Lot 20, OCEAN ACRES, according to the Plat thereof, as recorded in Plat Book 1, at Page 188 of the Public Records of Monroe County, Florida, said portion being more particularly described by metes and bounds as follows:
BEGIN at the Northeast corner of said Lot 20, OCEAN ACRES; thence run on an assumed bearing of S.00°07'39"E., along the East line of said Lot 20, a distance of 200.00 feet to the Southeast corner of said Lot 20; thence run S.88°13'21"W., along the South line of said Lot 20, a distance of 138.67 feet; thence depart said South line and run N.19°59'35"E, a distance of 126.98 feet; thence run N.88°00'23"E., a distance of 51.88 feet; thence run N.01°42'31"W., a distance of 81.80 feet to a point in the North line of said Lot 20; thence run N.88°13'21"E. along said North line of Lot 20, a distance of 45.36 feet to the Point of Beginning.
Contains 17,407 square feet, more or less.

NOTES:
1. This description was prepared by the undersigned from information found in the public record, and from information obtained by a boundary survey of Lot 20, OCEAN ACRES, by this comapny on 8-31-05.
2. Per the client's instructions the conservation easement was prepared to encompass that portion of Lot 20 lying Easterly of the existing chain link fence.
3. The bearings shown on the sketch on Sheet 2 and appearing in the above description are on an assumed datum. The base of which is the East line of Lot 20.
4. This is a description and sketch of same only. It is not a boundary survey and should not be used as such.

NOT COMPLETE WITHOUT SHEET 2.

DAVID MASSEY LAND SURVEYING, INC.
Phone: (305)853-0086 / Fax: (305)853-0233
88888 Overseas Highway / P.O. Box 619, Tavernier, FL 33070

Client: Lindback
Florida Certificate of Authorization No. LB 6956

Section 28 , Township 61 South, Range 39 East
Key Largo Monroe County, Florida
Drafted: 1-08-08 Fieldbook No. 117
Drawing No. 9984 Drawn By: RWL Scale: 1"=50'

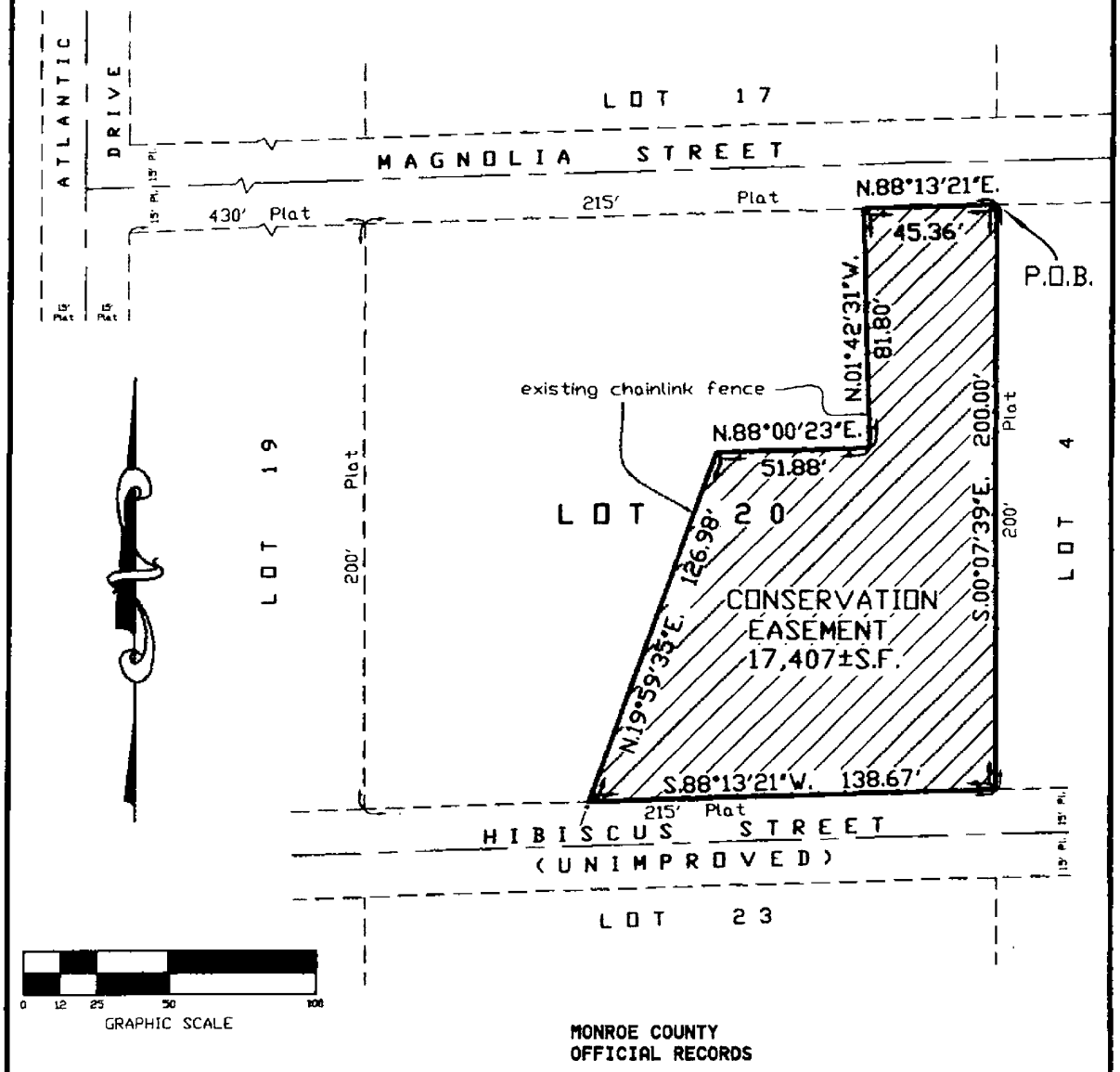
I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61G17 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S.

Ronald W. Lucas, P.L.S. # 4165

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 2 OF 2

Doc# 1725484
Bk# 2394 Pg# 2290

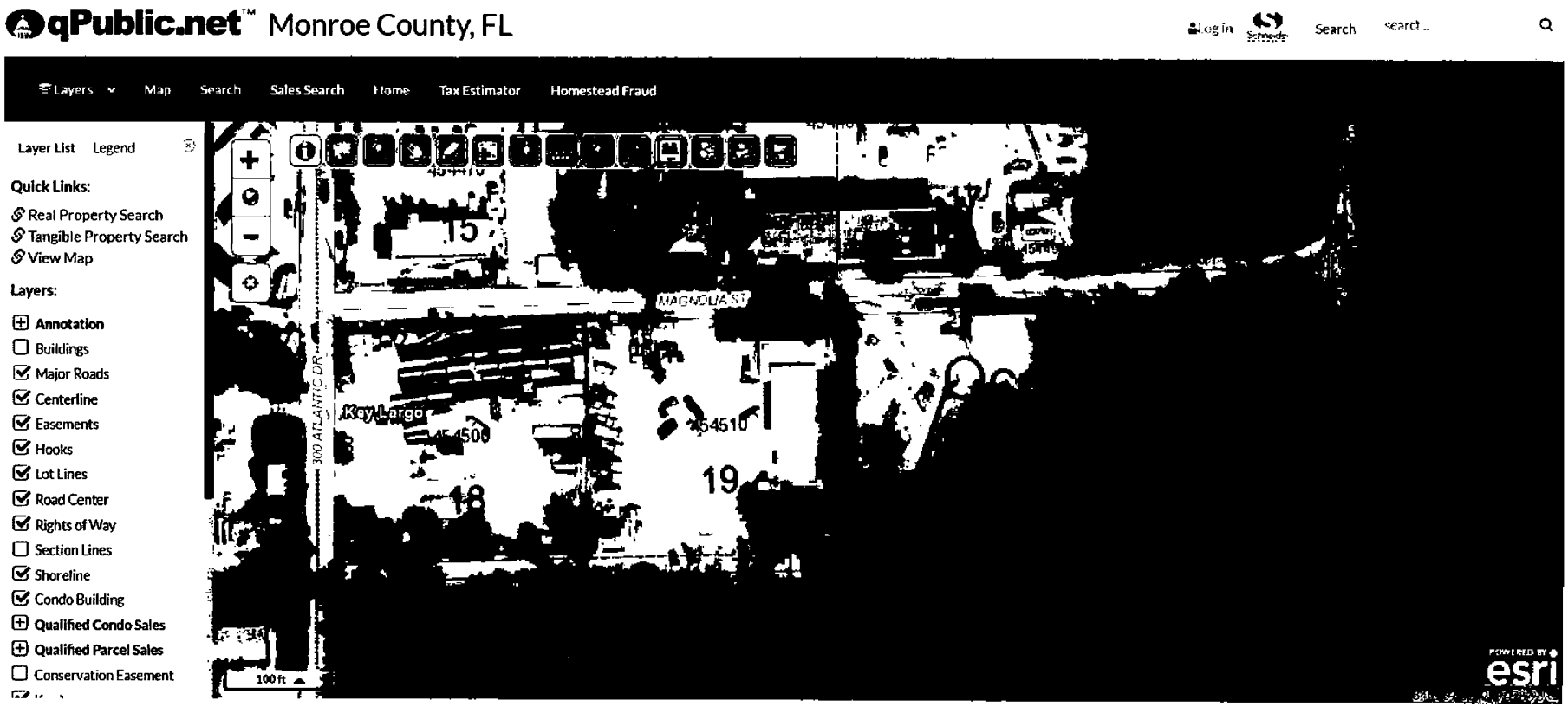


MONROE COUNTY
OFFICIAL RECORDS

NOT COMPLETE WITHOUT SHEET 1.
SEE SHEET 1 FOR ORIGINAL SIGNATURE AND RAISED SEAL!

DAVID MASSEY LAND SURVEYING, INC.	Phone: (305)853-0066 / Fax: (305)853-0233 88888 Overseas Highway / P.O. Box 619, Tavernier, Fl. 33070
Client: Lindbeck	Florida Certificate of Authorization No. LB 6956
Section 28 , Township 61 South, Range 39 East	Drafted: 1-08-08 Fieldbook No. 117
Key Largo Monroe County, Florida	Drawing No. 9984 Drawn By: RM. Scale: 1"=50'

Exhibit "C."


qPublic.net™ Monroe County, FL
Log in
Search
search...
Layers
Map
Search
Sales Search
Home
Tax Estimator
Homestead Fraud
Layer List
Legend
Quick Links:
Real Property Search
Tangible Property Search
View Map
Layers:
Annotation
Buildings
Major Roads
Centerline
Easements
Hooks
Lot Lines
Road Center
Rights of Way
Section Lines
Shoreline
Condo Building
Qualified Condo Sales
Qualified Parcel Sales
Conservation Easement
MAGNOLIA ST
300 ATLANTIC DR
Key Largo
15
19
18
100 ft
esri

RESOLUTION NO. _____-2024

A RESOLUTION SETTING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING REGARDING PROPOSED ABANDONMENT OF A PORTION OF PUBLIC RIGHT-OF-WAY LOCATED ON A PORTION OF THE HIBISCUS STREET RIGHT-OF-WAY SITUATED WITHIN THE KEY LARGO OCEAN ACRES PLAT, AS RECORDED IN PLAT BOOK 1, PAGE 188, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA, WHICH IS BOUNDED ON THE WEST BY A PORTION OF THE HIBISCUS STREET RIGHT-OF-WAY ALREADY ABANDONED[1] IN FAVOR OF AND OVER TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AS RECORD OWNER OF SQUARE 19 OF THE SUBJECT PLAT AND STATE OF FLORIDA AS RECORD OWNER OF SQUARE 22 OF THE SUBJECT PLAT, BOUNDED ON THE SOUTH BY SQUARE 23 OF THE SUBJECT PLAT, BOUNDED ON THE EAST BY HIBISCUS STREET RIGHT-OF-WAY, AND BOUNDED ON THE NORTH BY SQUARE 20 OF THE SUBJECT PLAT, MONROE COUNTY, FLORIDA.[2]

WHEREAS, Magnolia 101 LLC, via Island Construction Management Inc. acting as an authorized agent, has solicited for the Monroe County Board of County Commissioners ("BOCC", "Board", "Monroe County", or the "County") to voluntarily abandon a portion of public right-of-way located on a portion of the Hibiscus Street right-of-way situated within the Key Largo Ocean Acres plat, as recorded in Plat Book 1, Page 188, Official Records of Monroe County, Florida, situated as more particularly described below, which is bounded on the west by a portion of the Hibiscus Street right-of-way already abandoned[3] in favor of and over to the Monroe County BOCC as record owner of Square 19 of the subject plat and State of Florida as record owner of Square 22 of the subject plat, bounded on the south by Square 23 of the subject plat, bounded on the east by Hibiscus Street right-of-way, and bounded on the north by Square 20 of the subject plat; and

[1] Monroe County BOCC Resolution No. 151-2017, recorded at Book 2866, Page 51, Document No. 2132587, Official Records of Monroe County, Florida.
[2] Section 28, Township 61 South, Range 39 East, Key Largo, Monroe County, Florida.
[3] Monroe County BOCC Resolution No. 151-2017, recorded at Book 2866, Page 51, Document No. 2132587, Official Records of Monroe County, Florida.

WHEREAS, Magnolia 101 LLC is bound by that certain recorded Settlement Agreement[4] approved following extensive code compliance litigation against the Monroe County BOCC in which the BOCC prevailed, and the proposed portion of public right-of-way Magnolia 101 LLC seeks abandonment of is south of its existing permitted waste separation facility[5] located at 215 Magnolia Street which constitutes, under the Monroe County Comprehensive Plan and Monroe County Land Development Code, a permitted light industrial use approved for a portion of Square 20 of the subject Ocean Acres plat; and

WHEREAS, a BOCC decision on whether to abandon this portion of public right-of-way would not constitute a form of development/permitting approval or approval of expansion of any existing permitted development; and

WHEREAS, abandonment of a portion of a public right-of-way does not sanction violating the limitations and requirements of the Monroe County Comprehensive Plan and Monroe County Land Development Code; and

WHEREAS, under the Monroe County Codes and Florida Statutes Chapter 336, it is necessary to hold a public hearing for the Monroe County Board of County Commissioners to publicly consider said abandonment after publishing due notice of said hearing therewith; and

WHEREAS, the Monroe County Board of County Commissioners hereby desires to hold a public hearing to consider abandonment of the subject portion of right-of-way situated on a portion of the Hibiscus Street right-of-way;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Findings of Fact and Conclusions of Law. The foregoing findings of fact and conclusions of law are true and correct and are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Board of County Commissioners of Monroe County, Florida, will hold a public hearing on **March 20, 2024, at the Murray Nelson Government Center, 102050 Overseas Highway, Key Largo, Monroe County, Florida**, to consider abandoning the subject portion of right-of-way situated as more particularly described herein on per the recorded plat of Ocean Acres, Plat Book 1, Page 188, Official Records of Monroe County, Florida, to wit:

THE PUBLIC RIGHT OF WAY DESCRIBED AS:

[4] Book 3190, Page 120, Document No. 2388237, Official Records of Monroe County, Florida.
[5] Minor Conditional Use Permit ("CUP") Development Order No. 2-02, recorded at Book 1790, Page 1377, Document No. 1305054, Official Records of Monroe County, Florida.

DESCRIPTION:

A portion of Hibiscus Street contiguous to Lot 20 and Lot 23, OCEAN ACRES, according to the Plat thereof as Recorded In Plat Book 1, st Page 188 of the Public Records of Monroe County, Florida and being more particularly described as follows:

BEGINNING at the Southeasterly corner of said Lot 20 on the Northerly right of way line of Hibiscus Street; thence run S.00°07'39"E along the Southerly extension of the East line of Lot 20, for a distance of 30.02 feet to the Northeasterly corner of Lot 23; thence run S.88°13'21"W along said Northerly line for a distance of 215.00, feet to the Northwesterly corner of said Lot 23 and Southerly right of way line of Hibiscus Street; thence run N.00°07'39"E. along the Northerly extension of the West line of Lot 23 for a distance of 30.02 feet to the Southwest corner of Lot 20; thence run N.88°13'21"E. along the South line of Lot 20 and the North line of Hibiscus Street for a distance of 215.00 feet back to the POINT OF BEGINNING. Containing 6,450, square feet.

Section 3. Construction and Interpretation. This Resolution and its interpretation shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adverse administrative proceedings, at trial, in bankruptcy, and on appeal, and all provisions of the Monroe County Comprehensive Plan, Monroe County Codes, Florida Statutes, floodplain management regulations, and Florida Building Code whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adversarial administrative proceedings, at trial, in bankruptcy, and on appeal.

Section 4. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 5. Severability. If any provision of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Monroe County Board of County Commissioners at a regular meeting held on the 21st day of February, 2024.

Mayor Holly Merrill Raschein, District 5 _____
Mayor *Pro Tem* James K. Scholl, District 3 _____
Commissioner Craig Cates, District 1 _____
Commissioner Michelle Lincoln, District 2 _____
Commissioner David Rice, District 4 _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
MAYOR HOLLY MERRILL RASCHEIN

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 2/6/2024

(SEAL)

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number:
2023-2148

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: No items submitted.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: L1
2023-2172

BULK ITEM: Yes

DEPARTMENT: Commissioners Aid

TIME APPROXIMATE:
n/a

STAFF CONTACT: Jennifer Garcia

AGENDA ITEM WORDING: **COMMISSIONER LINCOLN:** Approval to appoint Mary Stella to the Human Services Advisory Board for a term expiring on 2/21/2026.

ITEM BACKGROUND:
Approval to appoint Mary Stella to the Human Services Advisory Board for a term expiring on 2/21/2026.

PREVIOUS RELEVANT BOCC ACTION:
n/a

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Mary Stella HSAB 2-13-24 appointment form.pdf

FINANCIAL IMPACT:
n/a

Monroe County Boards and Committees
Appointment Information

Board or Committee: HSAB

Commissioner Appointing Member: Commissioner Lincoln

Name of Member: Mary B Stella

Address: 1256 James Ct.
Marathon, FL 33050

Phone: 305-395-0315
Mobile: 305-395-0315
Fax: N/A
Email: stardelamar@gmail.com

Date of Appointment: 2/21/24

Reappointment: N/A

Date Term Expires: 2/21/26

Name of Person Replaced: Sandra Higgs

Fulfilling Term of:

Please list all current employers, business entities with which you have an ownership interest , and non-profit entities which you are a member: Donor | member of Dolphin Research Center, Crane Point, KW tropical Garden's.

State ethics laws regarding conflicts of interest prohibit a person from serving on an advisory board if the board member or the board member's relative is an officer, director, or employee of an entity that submits an application for funding that the advisory board will consider. Please call the County Attorney at 305.292.3470 if you think that you and/or a family member might have a conflict of interest before completing this application.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: M1
2023-2108

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
No

STAFF CONTACT: Liz Yongue 305-292-3550

AGENDA ITEM WORDING: Approval of the minutes from the October 18, 2023 regular meeting.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

13. October 18.pdf

FINANCIAL IMPACT:
None

MINUTES
OF THE MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

Regular Meeting
Board of County Commissioners
Wednesday, October 18, 2023
Marathon, Florida &
Via Communication Media Technology

A regular meeting of the Monroe County Board of County Commissioners convened at 9:00 a.m. at the Marathon Government Center and via Communication Media Technology. Present and answering to roll call were Commissioner Michelle Lincoln, Commissioner Holly Raschein, Commissioner David Rice, Commissioner Jim Scholl, and Mayor Craig Cates. Also present at the meeting were Bob Shillinger, County Attorney; Kevin Madok, Clerk; Liz Yongue, Deputy Clerk; county staff, members of the press and radio; and the general public. Roman Gastesi, County Administrator, was available by Zoom.

A moment of silence was held for Israel, and the recent passing of *Historian Emeritus* Dr. Tom Hambright.

ADDITIONS, CORRECTIONS & DELETIONS

A1 Motion was made by Commissioner Scholl and seconded by Commissioner Lincoln granting approval of the Additions, Corrections and Deletions to the agenda. Motion carried unanimously.

PRESENTATION OF AWARDS

B1 Presentation of 10 Years of Service Award to Acting Fire Marshal Craig Marston, Fire Rescue.

B2 Monroe County Fire Rescue Badge Pinning and Oath Presentation of eight new members as follows: Firefighter/EMT Roberto Costa, Firefighter/EMT Jordan Dewhirst, Firefighter/EMT Jordan Duran, Firefighter/EMT Samuel Gonzalez, Firefighter/EMT Nicholas Miller, Firefighter/EMT Alberto Turner, Firefighter/EMT Alejandro Vazquez and Firefighter/EMT Colloggero Vignati.

B3 Presentation of Employee of the Quarter Award to Janet Gunderson, Senior Coordinator – Grants, Sustainability Department.

B4 Board recognized the Old 7-Mile Bridge being named the Best Place to Watch the Sunset in Marathon.

B5 Board recognized the Marathon Library being named the Best Bathrooms in Marathon.

B6 Board recognized Cheryl Sullivan, Director of Solid Waste Management, and her team who has supported the Conch Republic Marine Army for the last five years.

B7 The presentation of an Honorary Conch Certificate to Rear Admiral Douglas M. Schofield, Commander U.S. Coast Guard, Seventh District was tabled.

S1 Mayor's Proclamation declaring October 18, 2023 through November 11, 2023 as Operation Green Light for Veterans and Veterans Week in Monroe County, Florida.

S3 Mayor's Proclamation declaring Tuesday, October 24, 2023 as World Polio Day in Monroe County, Florida.

BULK APPROVALS

Motion was made by Commissioner Lincoln and seconded by Commissioner Raschein granting approval of the following items by unanimous consent:

C1 Board granted approval to advertise Request for Proposals for installation of fire hydrants throughout Monroe County.

C2 Board granted approval of a 1st Amendment to the Florida Department of Environmental Protection Agreement No. 22SRP57 for the Monroe County Twin Lakes Subdivision Flood Mitigation Project, and authorized the County Administrator to execute this amendment and any future related grant agreements, amendments and documentation.

C3 Board granted approval of a 1st Amendment to the Florida Department of Environmental Protection Agreement No. 22SRP56 for the Monroe County Stillwright Point Road Elevation and Stormwater Design and Permitting Project, and authorized the County Administrator to execute this amendment and any future related grant agreements, amendments and documentation.

C4 Board granted approval and authorized execution of a Memorandum of Understanding with the Monroe County Sheriff's Office to apply for reimbursement of funds from the Urban Area Security Initiative Fiscal Year 2022 Grant.

C5 Board granted approval and authorized execution of a 6th Amendment to the Agreement with Sub-Zero, Inc., for Lower Keys HVAC Maintenance to include additional locations, update addresses on current locations, and to add and/or update a contract provision to allow for the option of equipment replacement and installation by seeking a proposal only from the contractor in accordance with the current Monroe County Purchasing Policy. Funding is Ad Valorem.

C6 Board granted approval and authorized execution of a 1st Amendment to the Agreement with Miami Dade Pump & Supply Company for Lift Station Maintenance and Cleaning, Upper Keys, to add and/or update a contract provision to allow for the option of equipment replacement

and installation by seeking a proposal/quote only from the contractor, in accordance with the current Monroe County Purchasing Policy. This Contract is funded through Funds 001 and 147.

C7 Board granted approval and authorized execution of a 5th Amendment to the Agreement with Maverick United Elevator, LLC to add and/or update a contract provision to allow for the option of equipment replacement and installation by seeking a proposal/quote only from the contractor, in accordance with the current Monroe County Purchasing Policy; increase payment amounts by the annual CPI-U increase adjustment of 6.5%; to renew the Agreement for the final one-year renewal with an effective date of December 1, 2023; include the building at the Key Largo Community Park, commonly known as Jacobs Aquatic Center, as an additional location for elevator maintenance and service; and for the contractor to perform under its current Agreement to complete state mandated elevator upgrades on the elevator at the Jacobs Aquatic Center, as submitted in its proposal, in the amount of $80,170.00, with the upgrade to be paid by the Parks and Beaches Department, utilizing funding from American Rescue Plan Act sources. All other funding for this Contract is Ad Valorem.

C8 Board granted approval and authorized execution of a 3rd Amendment to the Shopping Center Lease for Unit B-2, at the Big Pine Key Shopping Center, for use as the District 2 County Commissioner's office, to acknowledge the sale of the property from UH US Big Pine Key 2019, LLC to Big Pine Key Owner LLC, and to amend the Lease to reflect the new addresses for notices to the landlord.

C9 Board granted approval and authorized execution of an Agreement with Musco Sports Lighting, LLC as a sole source provider, in the amount of $372,500.00, for the upgrade of the lighting at Harry Harris Park. This project is being funded by American Rescue Plan Act.

C10 Board granted approval to award the annual lump sum bonus to the Monroe County Fire Rescue billing staff in the amount of 10% of the unloaded base salaries for billing collections for Monroe County Trauma Star Air and Ground Ambulance Transports. The bonus is based on an average collection rate of 80.48% for the period May 1, 2022 to April 30, 2023, as compared to the qualifying baseline collection rate of 33.70%.

C11 Board granted approval and authorized execution of a 1st Amendment to a Task Order with William Horn Architect P.A., in the amount of $9,685.00, for Professional Architectural and Engineering Services for the Monroe County Detention Center Generator Building Addition. This Amendment adds surveying and geotechnical services to the scope of work. This project is funded by the One-Cent Infrastructure Sales Tax (Fund 304).

C12 Board granted approval to advertise a Request for Proposals for a company to provide Online Reservations and Point of Sale System Services for Parks and Beaches reservations and rentals of County facilities and fees for Parks and Beaches programming.

C13 Board granted approval and authorized execution of a Loan Agreement with Key West Art & Historical Society, Inc. for Mario Sanchez woodcarvings "Daily Goose Walks" and "Yellowtails and Grunts", extending the agreement an additional 10 years.

C14 Board granted approval to advertise a Public Hearing to consider adoption of an Ordinance regarding Monroe County Parks and Beaches School Break Camp Program at the Board of County Commissioners regular meeting on November 8, 2023, in Key West, Florida.

C15 Board granted approval to advertise a Public Hearing to consider renaming Pimilico Lane in the Cross Key Waterway Estates Section 3 Subdivision in Key Largo to Pimlico Lane at the Board of County Commissioners regular meeting on November 8, 2023, in Key West, Florida.

C16 Board granted approval and authorized execution of a 2nd Renewal of a Communications Site Use Agreement at Tea Table Fill with Florida Department of Transportation.

C17 Board granted approval and authorized execution of an Agreement with the State of Florida, Division of Emergency Management concerning an Emergency Management Performance Grant Agreement No. 00460, in the amount of $68,386.00, fully grant funded with no local match; and authorized the County Administrator or his designee to execute any additional documentation in relation to the grant.

C18 Board granted approval and authorized execution of Monroe County 911 Grant Application for Fall Grant Program 2023 with State of Florida E911 Board. This grant will provide funds necessary to purchase the new Geo-Diverse recording system for all four PSAPS, countywide.

C19 Board granted approval and authorized execution of a 1st Amendment to the Shopping Center Lease for Unit C-l, C-2, and C-3 at the Big Pine Shopping Center, for use as the Monroe County Community Center; to acknowledge the sale of the property from UH US Big Pine Key 2019, LLC to Big Pine Key Owner LLC, as the new owner and landlord; and to amend paragraphs 25 and 26 of the Basic Lease Terms to reflect the new addresses for notices to the landlord and for payments due to the landlord.

C20 Board granted approval and authorized execution of a 4th Amendment to the Commercial Lease Agreement for Unit B-9 at the Big Pine Shopping Center, for use as the Monroe County Big Pine Library Branch, to acknowledge the sale of the property from UH US Big Pine Key 2019, LLC to Big Pine Key Owner LLC, as the new owner and lessor, and amend the provisions in paragraphs 4.6 and 27 of the Lease to reflect the new addresses for notices to the lessor and address for rental payments.

C21 Board granted approval of the addition of a 0.63 full time equivalent position to the Facilities Maintenance Department for support of the Asset Essentials Preventative Maintenance Program.

C22 Board accepted the Report of monthly Change Orders for the month of September 2023, reviewed by the County Administrator/Assistant County Administrator. Said report is incorporated herein by reference.

C23 Board granted approval and authorized execution of an Application and Agreement for State Aid to Libraries Grant from the Florida Department of State, Division of Library and Information Services, and authorized the County Administrator to sign other required documents.

C24 Board granted approval and authorized execution of an Agreement with the State of Florida, Department of Environmental Protection, Division of Waste Management, for Small County Consolidated Solid Waste Grant No. SC423, for Fiscal Year 2023-2024, in the amount of $93,750.00.

C26 Board granted approval and authorized execution of an updated Statewide Mutual Aid Agreement between the State of Florida Division of Emergency Management and Monroe County.

C27 Board adopted the following Resolution approving and establishing the 2024 Wellness Program and funding levels, which includes health and wellness events (lunch and learns, health and wellness fairs, exercise and nutrition classes), wellness exam and age-appropriate screenings with a participation incentive that includes a tobacco cessation plan, community organized event reimbursement (walks, runs, bikes, swims), and approval of the 2024 Wellness Funding. Also provides for four hours of annual leave to Monroe County employees and participating Constitutional Officer (Property Appraiser, Court Administration, Tax Collector, Land Authority and Clerk of Court) employees who participate in the annual Health & Wellness Fair (minimum participation of biometrics and health coach visit) or visit their personal physician and complete the online Personal Health Assessment. Some Wellness events may be held online/virtually.

RESOLUTION NO. 294-2023

Said Resolution is incorporated herein by reference.

C28 Board granted approval and authorized execution of a 1st Amendment to the General Conditions of the Contract with American Empire Builders, Inc., for repairs to Boca Chica Road due to damage from Hurricane Irma, to include Article 14.5, Termination for Cause and Convenience.

C29 Board granted approval to ratify American Rescue Plan Contract No. RP-2129.3 between Alliance for Aging, Inc., and Monroe County/Social Services/In-Home Services, in the amount of $16,704.30, for the contract period of October 1, 2023 through September 30, 2024.

C30 Board granted approval and authorized execution of an Agreement No. TBMAR23-24 with Tranquility Bay Adult Day Care Corp (Marathon) to provide Facility Based Respite Services to elderly and disabled citizens residing throughout Monroe County, for the contract period of September 1, 2023 through August 31, 2024.

C31 Board granted approval to piggyback the Lake County, Florida Contract No. 22-730B with Bennett Fire Products Co., Inc., for purchase of 28 sets of Firefighter Bunker Gear, in the

amount of $102,394.43, pursuant to Chapter 7, Section E of the Monroe County Purchasing Policy, and authorized the Fire Chief to execute all necessary documents.

C32 Board granted approval and authorized execution of a 1st Amendment to Alzheimer's Disease Initiative Program Contract No. KZ-2397 between the Alliance for Aging, Inc. and Monroe County/Social Services/In-Home Services, to increase funding, in the amount of $25,264.40, bringing the contract total from $60,634.56 to $85,898.96, for the contract period of July 1, 2023 through June 30, 2024.

C33 Board granted approval of Monroe County Sheriff's Office request for expenditure of Federal Equitable Sharing Funds for Fiscal Year 2024, in the amount of $166,580.00. The funds will be used to staff several annual events that occur throughout the County. In addition, funds will be used to target specific crime prevention and investigations as needed.

C34 Board adopted the following Resolutions concerning the Transfer of Funds and the Receipt of Unanticipated Revenue:

Transfer of Funds (OMB Schedule Item No. 1).
RESOLUTION NO. 295-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 2).
RESOLUTION NO. 296-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 3).
RESOLUTION NO. 297-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 4).
RESOLUTION NO. 298-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 5).
RESOLUTION NO. 299-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 6).
RESOLUTION NO. 300-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 7).
RESOLUTION NO. 301-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 8).
RESOLUTION NO. 302-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 9).
RESOLUTION NO. 303-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 10).
RESOLUTION NO. 304-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 11).
RESOLUTION NO. 305-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 12).
RESOLUTION NO. 306-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 13).
RESOLUTION NO. 307-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 14).
RESOLUTION NO. 308-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 15).
RESOLUTION NO. 309-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 16).
RESOLUTION NO. 310-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 17).
RESOLUTION NO. 311-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 18).
RESOLUTION NO. 312-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 19).
RESOLUTION NO. 313-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 20).
RESOLUTION NO. 314-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 21).
RESOLUTION NO. 315-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 22).
RESOLUTION NO. 316-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 23).
RESOLUTION NO. 317-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 24).
RESOLUTION NO. 318-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 25).
RESOLUTION NO. 319-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 26).
RESOLUTION NO. 320-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 27).
RESOLUTION NO. 321-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 28).
RESOLUTION NO. 322-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 29).
RESOLUTION NO. 323-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 30).
RESOLUTION NO. 324-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 31).
RESOLUTION NO. 325-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 32).
RESOLUTION NO. 326-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 33).
RESOLUTION NO. 327-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 34).
RESOLUTION NO. 328-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 35).
RESOLUTION NO. 329-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 36).
RESOLUTION NO. 330-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 37).
RESOLUTION NO. 331-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 38).
RESOLUTION NO. 332-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 39).
RESOLUTION NO. 333-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 40).
RESOLUTION NO. 334-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 41).
RESOLUTION NO. 335-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 42).
RESOLUTION NO. 336-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 43).
RESOLUTION NO. 337-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 44).
RESOLUTION NO. 338-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 45).
RESOLUTION NO. 339-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 46).
RESOLUTION NO. 340-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 47).
RESOLUTION NO. 341-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 48).
RESOLUTION NO. 342-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 49).
RESOLUTION NO. 343-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 50).
RESOLUTION NO. 344-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 51).
RESOLUTION NO. 345-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 52).
RESOLUTION NO. 346-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 53).
RESOLUTION NO. 347-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 54).
RESOLUTION NO. 348-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 55).
RESOLUTION NO. 349-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 56).
RESOLUTION NO. 350-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 57).
RESOLUTION NO. 351-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 58).
RESOLUTION NO. 352-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 59).
RESOLUTION NO. 353-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 60).
RESOLUTION NO. 354-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 61).
RESOLUTION NO. 355-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 62).
RESOLUTION NO. 356-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 63).
RESOLUTION NO. 357-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 64).
RESOLUTION NO. 358-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 65).
RESOLUTION NO. 359-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 66).
RESOLUTION NO. 360-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 67).
RESOLUTION NO. 361-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 68).
RESOLUTION NO. 362-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 69).
RESOLUTION NO. 363-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 70).
RESOLUTION NO. 364-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 71).
RESOLUTION NO. 365-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 72).
RESOLUTION NO. 366-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 73).
RESOLUTION NO. 367-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 74).
RESOLUTION NO. 368-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 75).
RESOLUTION NO. 369-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 76).
RESOLUTION NO. 370-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 77).
RESOLUTION NO. 371-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 78).
RESOLUTION NO. 372-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 79).
RESOLUTION NO. 373-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 80).
RESOLUTION NO. 374-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 81).
RESOLUTION NO. 375-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 82).
RESOLUTION NO. 376-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 83).
RESOLUTION NO. 377-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 84).
RESOLUTION NO. 378-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 85).
RESOLUTION NO. 379-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 86).
RESOLUTION NO. 380-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 87).
RESOLUTION NO. 381-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 88).
RESOLUTION NO. 382-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 89).
RESOLUTION NO. 383-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 90).
RESOLUTION NO. 384-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 91).
RESOLUTION NO. 385-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 92).
RESOLUTION NO. 386-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 93).
RESOLUTION NO. 387-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 94).
RESOLUTION NO. 388-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 95).
RESOLUTION NO. 389-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 96).
RESOLUTION NO. 390-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 97).
RESOLUTION NO. 391-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 98).
RESOLUTION NO. 392-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 99).
RESOLUTION NO. 393-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 100).
RESOLUTION NO. 394-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 101).
RESOLUTION NO. 395-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 102).
RESOLUTION NO. 396-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 103).
RESOLUTION NO. 397-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 104).
RESOLUTION NO. 398-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 105).
RESOLUTION NO. 399-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 106).
RESOLUTION NO. 400-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 107).
RESOLUTION NO. 401-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 108).
RESOLUTION NO. 402-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 109).
RESOLUTION NO. 403-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 110).
RESOLUTION NO. 404-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 111).
RESOLUTION NO. 405-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 112).
RESOLUTION NO. 406-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 113).
RESOLUTION NO. 407-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 114).
RESOLUTION NO. 408-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 115).
RESOLUTION NO. 409-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 116).
RESOLUTION NO. 410-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 117).
RESOLUTION NO. 411-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 118).
RESOLUTION NO. 412-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 119).
RESOLUTION NO. 413-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 120).
RESOLUTION NO. 414-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 121).
RESOLUTION NO. 415-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 122).
RESOLUTION NO. 416-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 123).
RESOLUTION NO. 417-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 124).
RESOLUTION NO. 418-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 125).
RESOLUTION NO. 419-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 126).
RESOLUTION NO. 420-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 127).
RESOLUTION NO. 421-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 128).
RESOLUTION NO. 422-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 129).
RESOLUTION NO. 423-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 130).
RESOLUTION NO. 424-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 131).
RESOLUTION NO. 425-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 132).
RESOLUTION NO. 426-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 133).
RESOLUTION NO. 427-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 134).
RESOLUTION NO. 428-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 135).
RESOLUTION NO. 429-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 136).
RESOLUTION NO. 430-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 137).
RESOLUTION NO. 431-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 138).
RESOLUTION NO. 432-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 139).
RESOLUTION NO. 433-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 140).
RESOLUTION NO. 434-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 141).
RESOLUTION NO. 435-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 142).
RESOLUTION NO. 436-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 143).
RESOLUTION NO. 437-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 144).
RESOLUTION NO. 438-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 145).
RESOLUTION NO. 439-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 146).
RESOLUTION NO. 440-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 147).
RESOLUTION NO. 441-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 148).
RESOLUTION NO. 442-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 149).
RESOLUTION NO. 443-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 150).
RESOLUTION NO. 444-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 151).
RESOLUTION NO. 445-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 152).
RESOLUTION NO. 446-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 153).
RESOLUTION NO. 447-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 154).
RESOLUTION NO. 448-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 155).
RESOLUTION NO. 449-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 156).
RESOLUTION NO. 450-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 157).
RESOLUTION NO. 451-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 158).
RESOLUTION NO. 452-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 159).
RESOLUTION NO. 453-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 160).
RESOLUTION NO. 454-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 161).
RESOLUTION NO. 455-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 162).
RESOLUTION NO. 456-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 163).
RESOLUTION NO. 457-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 164).
RESOLUTION NO. 458-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 165).
RESOLUTION NO. 459-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 166).
RESOLUTION NO. 460-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 167).
RESOLUTION NO. 461-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 168).
RESOLUTION NO. 462-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 169).
RESOLUTION NO. 463-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 170).
RESOLUTION NO. 464-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 171).
RESOLUTION NO. 465-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 172).
RESOLUTION NO. 466-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 173).
RESOLUTION NO. 467-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 174).
RESOLUTION NO. 468-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 175).
RESOLUTION NO. 469-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 176).
RESOLUTION NO. 470-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 177).
RESOLUTION NO. 471-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 178).
RESOLUTION NO. 472-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 179).
RESOLUTION NO. 473-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 180).
RESOLUTION NO. 474-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 181).
RESOLUTION NO. 475-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 182).
RESOLUTION NO. 476-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 183).
RESOLUTION NO. 477-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 184).
RESOLUTION NO. 478-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 185).
RESOLUTION NO. 479-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 186).
RESOLUTION NO. 480-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 187).
RESOLUTION NO. 481-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 188).
RESOLUTION NO. 482-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 189).
RESOLUTION NO. 483-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 190).
RESOLUTION NO. 484-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 191).
RESOLUTION NO. 485-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 192).
RESOLUTION NO. 486-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 193).
RESOLUTION NO. 487-2023
Said Resolution is incorporated herein by reference.

C35 Board granted approval and authorized execution of Grant Agreement No. F0121 with the Florida Division of Emergency Management, to receive state funded appropriations for Local Emergency Management and Mitigation Initiatives Assistance No. 31.064, in the amount of $6,245,000.00, with no local match required for the period of October 18, 2023 through March 21, 2027.

C36 Board granted approval of the purchase of 911 consoles for the Emergency Operations Center in Marathon from Watson Furniture Group, Inc., and authorized the County Administrator to sign the agreement subject to ratification once the pricing is finalized. The purchase will be made through a National Association of State Procurement Officials Contract with Watson Furniture Group, Inc., once exact pricing has been finalized based on the state contract prices. Funding will be provided by Florida Department of Emergency Management, Federal Emergency Management Agency, and Florida Department of Transportation.

TOURIST DEVELOPMENT COUNCIL

D1 Board granted approval and authorized execution of Cultural Event Agreements for Fiscal Year 2024, totaling $729,598.00, as follows:

Organization	Event	Date	Amount
Community Arts and Culture, Inc.	Community Arts and Culture Presents	October 2023-April 2024	$22,000.00
Christopher Peterson's EYECONS	Christopher Peterson's EYECONS	October 2023 - September 2024	$26,790.00
Old Island Restoration Foundation, Inc.	Conch Blowing Contest	March 2024	$5,235.00
St. Columba's Episcopal Church	Florida Keys Celtic Festival	January - August 2024	$23,700.00
Fringe Theater of Key West, Inc.	Fringe Theater Key West	November 2023 - June 2024	$27,021.00
The Florida Keys History of Diving Museum, Inc.	History of Diving Museum	January - September 2024	$33,950.00
I Love Stock Island, Inc.	I Love Stock Island	December 2023 - June 2024	$21,950.00
Key West Art and Historical Society, Inc.	Key West Art & Historical Society Cultural Heritage Series	October 2023 - September 2024	$31,794.00
Key West Burlesque	Key West Burlesque	October 2023 - September 2024	$21,556.00
Key West Garden Club, Inc.	Key West Garden Club	November 2023 - April 2024	$20,882.00
Key West Business Guild, Inc.	Key West Headdress Ball 2023	October 2023	$18,909.00
Old Island Restoration Foundation, Inc.	Key West Home Tours	December 2023 - March 2024	$19,775.00
Key West Impromptu Classical Concerts, Inc.	Key West Impromptu Classical Concerts 2024 Season	January - March 2024	$20,305.00
Key West Botanical Garden Society, Inc.	Key West Tropical Forest & Botanical Garden	October 2023 - November 2024	$30,717.00
Keys Concerts by Candlelight	Keys Concerts by Candlelight and Cabaret	December 2023 - May 2024	$20,786.00
Hawks Cay Resort Sales, LLC	Keys to Country at Hawks Cay Resort	February - September 2024	$22,550.00
Lower Keys Chamber of Commerce, Inc.	Lower Keys Chamber of Commerce Island Art Fair	November 2024	$12,120.00
The Marathon Community Theatre, Inc.	Marathon Community Theatre	October 2023 - September 2024	$34,510.00
The Mel Fisher Maritime Heritage Society, Inc.	Mel Fisher Maritime Museum	October 2023 - September 2024	$33,007.00

Organization	Event	Date	Amount
Morada Way Arts & Cultural District, Inc.	Morada Way Art Walk	October 2023 - September 2024	$21,750.00
Florida Keys Community Concert Band, Inc.	Pops in the Park	November 2023-April 2024	$21,350.00
Jumping Joe Productions, Inc.	Randy Roberts LIVE!	October 2023 - September 2024	$27,252.00
Red Barn Actors' Studio, Inc.	Red Barn Theatre	November 2023 - May 2024	$28,407.00
REEF Environmental Education Foundation Incorporated	REEF	November 2023 - August 2024	$27,240.00
South Florida Symphony Orchestra, Inc.	South Florida Symphony Orchestra	January - July 2024	$21,604.00
Performing Arts Centers of Key West, Inc.	Tennessee Williams Theatre	November 2023 - May 2024	$28,292.00
The Studios of Key West, Inc.	The Studios of Key West	December 2023 - July 2024	$31,997.00
Key West Film Society, Inc.	Tropic Cinema	November 2023 - February 2024	$7,718.00
The Key West--Harry S. Truman Foundation, Inc.	TRU-ly Amazing Art	April - August 2024	$19,823.00
Lower Keys Chamber of Commerce, Inc.	Underwater Music Festival 40th Annual	July 2024	$21,550.00
Key West Players, Inc.	Waterfront Playhouse 85th Season	October 2023 - June 2024	$25,058.00

D2 Board granted approval and authorized execution of Fishing Event Agreements for Fiscal Year 2024, totaling $563,643.00, as follows:

Organization	Event	Date	Amount
Loren Rea	Cuda Bowl Fishing Tournament	February 2024	$5,800.00
Holly Given Fund, Inc.	Fish For Holly Sailfish Tournament	January 2024	$16,000.00
Islamorada Charterboat Association, Inc.	Florida Keys Gold Cup Sailfish Championship	November 2023 - January 2024	$8,000.00
Love Fund, Inc.	Florida Keys PBA Dolphin Tournament	June 2024	$8,000.00
Guides and Gals LLC	Guides and Gals	August 2024	$8,000.00
Islamorada Charterboat Association, Inc.	Islamorada Sailfish Tournament	November -December 2023	$20,000.00
Key West Fishing Tournament, Inc.	Key West Fishing Tournament	December 2023 - September 2024	$49,999.00
University of Florida Alumni Association, Inc.	Key West Gator Club Dolphin Derby	June 2024	$15,000.00
Meat Mayhem Inc	Key West Kingfish Mayhem	January 2024	$49,999.00
Key West Marlin Tournament, Inc.	Key West Marlin Tournament	July 2024	$49,999.00
Key West Sailfish Tournament, Inc.	Key West Sailfish Tournament	April 2024	$49,999.00
Metro Media Marketing, Inc. DBA Ladies, Let's Go Fishing!	LLGF Fishing Fever AKA Ladies, Let's Go Fishing Fishing Fever	October 2023	$8,000.00

Organization	Event	Date	Amount
Metro Media Marketing, Inc. DBA Ladies, Let's Go Fishing!	LLGF Screamin' Reels AKA Ladies, Let's Go Fishing Screamin' Reels	May 2024	$6,848.00
Lower Keys Chamber of Commerce, Inc.	Lower Keys Chamber of Commerce Dolphin Tournament 31st Annual	June 2024	$20,000.00
Marathon Offshore Bull & Cow Dolphin Tournament	Marathon Offshore Bull & Cow Dolphin Tournament	May 2024	$49,999.00
Marathon Premier Sailfish Tournament, Inc.	Marathon Premier Sailfish Tournament	April 2024	$30,000.00
Key West and Lower Keys Fishing Guides Association, Inc.	March Merkin	March 2024	$10,000.00
Habitat for Humanity of the Middle Keys, Inc.	Mother's Day Dolphin Tournament 18th Annual	May 2024	$30,000.00
Nick Sheahan Scholarship Fund, Inc.	Nick Sheahan Dolphin Rodeo	May 2024	$25,000.00
Skippers Dolphin LLC	Skippers Dolphin Tournament	June 2024	$25,000.00
Jose Wejebe-Spanish Fly Memorial Foundation, Inc.	Spanish Fly Shark Tournament	April 2024	$20,000.00
Key West and Lower Keys Fishing Guides Association, Inc.	Sugarloaf Showdown	November 2023	$10,000.00
Florida Keys Fishing Guides Association Inc.	Swamp Guides Ball	February 2024	$8,000.00
Southernmost Post No. 3911 Veterans of Foreign Wars of the United States, Inc.	VFW Fishing Tournament	June 2024	$40,000.00

D3 Board granted approval and authorized execution of an Agreement with the City of Key West, in an amount not to exceed $1,000,000.00, Fiscal Year 2024 Capital Resources for the City of Key West Southernmost Plaza (Public Facilities) Project.

D4 Board granted approval and authorized execution of an Agreement with Key West Art and Historical Society, Inc., in an amount not to exceed $175,695.00, Fiscal Year 2024 DAC I Capital Resources for the Custom House Elevator Modernization and Upgrade Project.

D5 Board granted approval and authorized execution of an Agreement with Key West Art and Historical Society, Inc., in an amount not to exceed $81,860.00, Fiscal Year 2024 DAC I Capital Resources for the Custom House Lighting Upgrade Project.

D6 Board granted approval and authorized execution of an Agreement with Key West Wildlife Center, Inc., in an amount not to exceed $250,000.00, Fiscal Year 2024 DAC I Capital Resources for the Key West Wildlife Center Reconditioning Aviary Project.

D7 Board granted approval and authorized execution of an Agreement with Key West Woman's Club, Inc., in an amount not to exceed $275,300.00, Fiscal Year 2024 DAC I Capital Resources for the Repair and Renovation of Hellings House Museum Phase III Project.

D8 Board granted approval and authorized execution of an Agreement with Mote Marine Laboratory, Inc., in an amount not to exceed $215,000.00, Fiscal Year 2024 DAC I Capital Resources, for Mote – Coral Restoration – Key West 2024 Project.

D9 Board granted approval and authorized execution of an Agreement with Reef Renewal USA, Inc., in an amount not to exceed $23,500.00, Fiscal Year 2024 DAC I Capital Resources for the Reef Renewal - Coral Restoration – Key West 2024 Project.

D10 Board granted approval and authorized execution of an Agreement with San Carlos Patriotic and Educational Institute, Inc., in an amount not to exceed $100,000.00, Fiscal Year 2024 DAC I Capital Resources for the San Carlos Institute Structural Repairs Project.

D11 Board granted approval and authorized execution of an Agreement with College of the Florida Keys, in an amount not to exceed $252,500.00, Fiscal Year 2024 DAC I Capital Resources for the College of the Florida Keys Aquatics Center Pool Resurfacing Project.

D12 Board granted approval and authorized execution of an Agreement with The Coral Restoration Foundation, Inc. (CRF), in an amount not to exceed $95,175.00, Fiscal Year 2024 DAC I Capital Resources for the CRF-Coral Restoration-Key West 2024 Project.

D13 Board granted approval and authorized execution of an Agreement with The Mel Fisher Maritime Heritage Society, Inc., in an amount not to exceed $435,000.00, Fiscal Year 2024 DAC I Capital Resources for the Mel Fisher Maritime Museum Fiscal Year 2024 Repairs - Life Safety, Electrical and Masonry Project.

D14 Board granted approval and authorized execution of an Agreement with Mote Marine Laboratory, Inc., in an amount not to exceed $150,000.00, Fiscal Year 2024 DAC II Capital Resources for the Mote - Coral Restoration -Lower Keys 2024 Project.

D15 Board granted approval and authorized execution of an Agreement with The Coral Restoration Foundation, Inc. (CRF), in an amount not to exceed $71,700.00, Fiscal Year 2024 DAC II Capital Resources for the CRF-Coral Restoration-Lower Keys 2024 Project.

D16 Board granted approval and authorized execution of an Agreement with the City of Marathon, in an amount not to exceed $119,000.00, Fiscal Year 2024 DAC III Capital Resources for the Coco Plum Beach Additional Parking Project.

D17 Board granted approval and authorized execution of an Agreement with the City of Marathon, in an amount not to exceed $245,250.00, Fiscal Year 2024 DAC III Capital Resources for the Sombrero Beach Playground Equipment Replacement Project.

D18 Board granted approval and authorized execution of an Agreement with Dolphin Research Center, Inc. (DRC), in an amount not to exceed $37,341.00, Fiscal Year 2024 DAC III Capital Resources for the DRC Tiki Structures and Railings Project.

D19 Board granted approval and authorized execution of an Agreement with Florida Keys Land & Sea Trust, Inc., in an amount not to exceed $83,720.00, Fiscal Year 2024 DAC III Capital Resources for the Crane Point Bird Center Pathways Project.

D20 Board granted approval and authorized execution of an Agreement with Hidden Harbor Marine Environmental Project, Inc., in an amount not to exceed $148,000.00, Fiscal Year 2024 DAC III Capital Resources for the Turtle Hospital Guest Programs Shade Areas Project.

D21 Board granted approval and authorized execution of an Agreement with Mote Marine Laboratory, Inc., in an amount not to exceed $215,000.00, Fiscal Year 2024 DAC III Capital Resources for the Mote-Coral Restoration-Marathon 2024 Project.

D22 Board granted approval and authorized execution of an Agreement with Pigeon Key Foundation, Inc., in an amount not to exceed $127,800.00, Fiscal Year 2024 DAC III Capital Resources for the Pigeon Key Historic Structures Painting Project.

D23 Board granted approval and authorized execution of an Agreement with Pigeon Key Foundation, Inc., in an amount not to exceed $80,000.00, Fiscal Year 2024 DAC III Capital Resources for the Pigeon Key Sidewalk Replacement Project.

D24 Board granted approval and authorized execution of an Agreement with Reef Renewal USA, Inc., in an amount not to exceed $75,000.00, Fiscal Year 2024 DAC III Capital Resources for the Reef Renewal-Coral Restoration-Marathon 2024 Project.

D25 Board granted approval and authorized execution of an Agreement with The Coral Restoration Foundation, Inc. (CRF), in an amount not to exceed $66,750.00, Fiscal Year 2024 DAC III Capital Resources for the CRF-Coral Restoration-Marathon 2024 Project.

D26 Board granted approval and authorized execution of an Agreement with Friends of the Pool, Inc., in an amount not to exceed $100,000.00, Fiscal Year 2024 DAC IV Capital Resources for the Alligator Reef Light Station Phase I Part II Project.

D27 Board granted approval and authorized execution of an Agreement with Islamorada, Village of Islands, in an amount not to exceed $61,500.00, Fiscal Year 2024 DAC IV Capital Resources for the Founders Park Splash Pad Safety Resurface Project.

D28 Board granted approval and authorized execution of an Agreement with Islamorada, Village of Islands, in an amount not to exceed $693,165.00, Fiscal Year 2024 DAC IV Capital Resources for the Green Turtle Hammock Park Shoreline & Access Improvements Project.

D29 Board granted approval and authorized execution of an Agreement with Mote Marine Laboratory, Inc., in an amount not to exceed $215,000.00, Fiscal Year 2024 DAC IV Capital Resources for the Mote - Coral Restoration – Islamorada 2024 Project.

D30 Board granted approval and authorized execution of an Agreement with Reef Renewal USA, Inc., in an amount not to exceed $34,500.00, Fiscal Year 2024 DAC IV Capital Resources for the Reef Renewal - Coral Restoration - Islamorada 2024 Project.

D31 Board granted approval and authorized execution of an Agreement with The Coral Restoration Foundation, Inc. (CRF), in an amount not to exceed $39,375.00, Fiscal Year 2024 DAC IV Capital Resources for the CRF - Coral Restoration - Islamorada 2024 Project.

D32 Board granted approval and authorized execution of an Agreement with Dolphins Plus Oceanside Marine Mammal Responder, Inc., in an amount not to exceed $150,000.00, Fiscal Year 2024 DAC V Capital Resources for the Dolphins Plus Expand Guest Restrooms Project.

D33 Board granted approval and authorized execution of an Agreement with Dolphins Plus Oceanside Marine Mammal Responder, Inc., in an amount not to exceed $100,000.00, Fiscal Year 2024 DAC V Capital Resources for the Dolphin Plus Repair, Resurface & Expand Guest Pathways Project.

D34 Board granted approval and authorized execution of an Agreement with Mote Marine Laboratory, Inc., in an amount not to exceed $215,000.00, Fiscal Year 2024 DAC V Capital Resources for the Mote - Coral Restoration -Key Largo 2024 Project.

D35 Board granted approval and authorized execution of an Agreement with Reef Environmental Education Foundation Incorporated (REEF), in an amount not to exceed $959,051.00, Fiscal Year 2024 Capital Resources for the REEF Marine Conservation Center Phase II Project.

D36 Board granted approval and authorized execution of an Agreement with Reef Renewal USA, Inc., in an amount not to exceed $123,750.00, Fiscal Year 2024 DAC V Capital Resources for the Reef Renewal - Coral Restoration- Key Largo 2024 Project.

D37 Board granted approval and authorized execution of an Agreement with The Coral Restoration Foundation, Inc. (CRF), in an amount not to exceed $209,032.00, Fiscal Year 2024 DAC V Capital Resources for the CRF - Coral Restoration – Key Largo Project.

D38 Board granted approval and authorized execution of Fiscal Year 2024 District I Destination Event Funding Agreements, totaling $732,000.00, as follows:

Organization	**Event**	**Date**	**Amount**
The College of the Florida Keys and the Letters "CFK"	CFK Swim around Key West and Swim Meets	June - September 2024	$10,000.00
Conch Republic Independence Celebration, LLC	42nd Conch Republic Independence Celebration	April 2024	$75,000.00
Monroe County Commercial Fishermen, Inc	18th Annual Florida Keys Seafood Festival	January 2024	$17,000.00

Organization	Event	Date	Amount
Hemingway Sunset Run & Paddleboard Race LLC	35th Hemingway 5K Sunset Run and Paddle Board Race	July 2024	$17,000.00
Sloppy Joe's Enterprises, Inc.	Hemingway Look-Alike Contest	July 2024	$50,000.00
International Women's Flag Football Association, Inc.	Kelly McGillis Classic	January 2024	$17,000.00
Sunrise Rotary Foundation of Key West, Inc.	Key West Brewfest	August - September 2024	$25,000.00
Sloppy Joe's Enterprises, Inc.	Key West End of Prohibition Celebration	December 2024	$10,000.00
Key West Film Festival Corporation	Key West Film Festival	November 2024	$35,000.00
The Lodging Association of the Florida Keys and Key West, Inc.	Key West Holiday Fest	December 2024	$50,000.00
Lazy Dog Adventures, LLC	Key West Paddle Classic	September 2024	$10,000.00
Key West Business Guild, Inc.	Key West Pride 2024	June 2024	$75,000.00
Integrity Multisport Inc.	Key West Triathlon	December 2024	$25,000.00
Key West Business Guild, Inc.	Key West Tropical Heat 2024	August 2024	$25,000.00
We've Got The Keys	Key West Winter Wonderland	December 2024	$50,000.00
Key West Business Guild, Inc.	Key West Womenfest 2024	September 2024	$35,000.00
Legends of Music Row, LLC	Legends of Music Row Festival	April 2024	$75,000.00
Bourbon Street Pub, Inc.	New Year's Eve Shoe Drop	December 2024	$35,000.00
Key West Art and Historical Society, Inc.	Papio Kinetic Sculpture and Art Bike Parade	April 2024	$17,000.00
Key West Track & Field Club, Inc.	Pole Vault In Paradise	January 2024	$17,000.00
The Key West--Harry S. Truman Foundation, Inc.	Presidential Families Weekend	February 2024	$17,000.00
Integrity Multisport, Inc.	Run Conch Republic	October 2024	$25,000.00
Key West Art and Historical Society, Inc.	Tennessee Williams Key West Festival	February - April 2024	$10,000.00
Daily Plan-It	Truman Waterfront Farmers Market	January - December 2024	$10,000.00

D39 Board granted approval and authorized execution of Fiscal Year 2024 District I Turnkey Event Funding Agreements, totaling $470,000.00, as follows:

Organization	Event	Date	Amount
Key West Literary Seminar, Inc.	Key West Literary Seminar	January 2024	$75,000.00
Ramshead Promotions of Key West, LLC	Rams Head Presents	January - December 2024	$100,000.00
Key Music Festivals LLC	RokIsland Fest	January 2024	$120,000.00
We've Got The Keys	The Key Lime Festival	July 2024	$75,000.00

Organization	Event	Date	Amount
Blue Agua Productions, LLC	The Southernmost Regatta	January - February 2024	$100,000.00

D40 Board granted approval and authorized execution of Fiscal Year 2024 District II Destination Event Funding Agreements, totaling $45,000.00, as follows:

Organization	Event	Date	Amount
Red Rum International, LLC	King of the Reef Rod & Spear Tournament & Trash	May 2024	$15,000.00
Lower Keys Chamber of Commerce, Inc.	Nautical Expo 20th Annual	January 2024	$20,000.00
Jose Wejebe-Spanish Fly Memorial Foundation, Inc.	Spanish Fly Music Festival 6th Annual	January 2024	$10,000.00

D41 Board granted approval and authorized execution of Fiscal Year 2024 District III Destination Event Funding Agreements, totaling $200,000.00, as follows:

Organization	Event	Date	Amount
Race World Offshore, LLC	7 Mile Offshore Grand Prix	April 2024	$40,000.00
Greater Marathon Chamber of Commerce, Inc.	Florida Keys BrewBQ	July 2024	$40,000.00
Hawks Cay Resort Sales, LLC	Heroes Salute Tribute Weekend	August - September 2024	$30,000.00
Pigeon Key Foundation, Inc.	Pigeon Key Holiday Spectacular	December 2024	$40,000.00
Keys Area Interdenominational Resources, Inc.	Sombrero Beach Run	February 2024	$10,000.00
Greater Marathon Chamber of Commerce, Inc.	The Original Marathon Seafood Festival	March 2024	$40,000.00

D42 Board granted approval and authorized execution of Fiscal Year 2024 District IV Destination Event Funding Agreements, totaling $75,000.00, as follows:

Organization	Event	Date	Amount
Islamorada Chamber of Commerce, Inc.	32nd Annual Florida Keys Island Fest	March 2024	$15,000.00
Reef Environmental Education Foundation Incorporated	Florida Keys Lionfish Derby & Festival	June 2024	$20,000.00
Islamorada Chamber of Commerce, Inc	20th Annual Holiday Fest	December 2024	$10,000.00
Island Community Church, Inc.	Island Boat Show	January 2024	$10,000.00
The Otherside Boardsports, LLC	Wind Games	February 2024	$20,000.00

D43 Board granted approval and authorized execution of Fiscal Year 2024 District IV Turnkey Event Funding Agreements, totaling $80,000.00, as follows:

Organization	Event	Date	Amount
Islamorada Running Company LLC	Islamorada Half Marathon, 10K, Rumrunner Run 5K and Beach N' Beer Mile	December 2024	$40,000.00
Hall of Fame Committee of UM, Inc.	UM Sports Hall of Fame & Museum Celebrity Fishing Tournament	June 2024	$40,000.00

D44 Board granted approval and authorized execution of Fiscal Year 2024 District V Destination Event Funding Agreements, totaling $60,000.00, as follows:

Organization	Event	Date	Amount
HNO Productions Inc.	Key Largo Bridge Run	December 2024	$30,000.00
WB Events, LLC d/b/a Game on Race Events	Key Largo Triathlon Race Series	May - August 2024	$10,000.00
Reef Environmental Education Foundation Incorporated	REEF Fest	October 2024	$20,000.00

D45 Board granted approval and authorized execution of a Fiscal Year 2024 District V Turnkey Agreement, totaling $40,000.00, as follows:

Organization	Event	Date	Amount
Upper Keys Community Pool, Inc.	Orange Bowl Swim Classic and Winter Training	December 2024 - January 2025	$40,000.00

D46 Board granted approval and authorized execution of Fiscal Year 2024 Multiple District Destination Event Agreements, totaling $312,000.00, as follows:

Organization	Event	Date	Amount
Dolce Events LLC	Key West Food & Wine Festival	January 2024	$45,000.00
Key West Police Athletic League, Inc.	Mango Fest Key West 2024	June 2024	$22,000.00
Key West Half Marathon LLC	26th Annual Key West Half Marathon & Runfest	January 2024	$75,000.00
Monroe Association for Retarded Citizens, Inc.	The reMARCable Tour de Keys	October 2024	$25,000.00

Organization	Event	Date	Amount
Key West Tourist Development Association, Inc.	Fantasy Fest	October 2024	$40,000.00
Digital Competitions, LLC	Miami Boat Rally	August 2024	$60,000.00
I.CARE Corporation	I.CARE Trash Derby	May 2024	$45,000.00

D47 Board granted approval and authorized execution of Fiscal Year 2024 Multiple District Turnkey Event Agreements, totaling $985,000.00, as follows:

Organization	Event	Date	Amount
Friends of the Pool, Inc.	Swim for Alligator Lighthouse	September 2024	$50,000.00
Upper Keys Rotary Foundation, Inc.	Upper Keys Rotary Gigantic Nautical Market	February 2024	$30,000.00
Key West Tourist Development Association, Inc.	Fantasy Fest	October 2024	$225,000.00
KW Songwriters LLC	Key West Songwriters Festival	May 2024	$200,000.00
Key Music Festivals LLC	Key Western Fest	January - February 2024	$140,000.00
OHWOOK! Productions, Inc.	Mile 0 Fest	January 2024	$140,000.00
Race World Offshore, LLC	RWO Offshore World Championship	November 2024	$200,000.00

D48 Board granted approval and authorized execution of an Agreement with Reef Renewal USA, Inc., in an amount not to exceed $74,250.00, Fiscal Year 2024 DAC II Capital Resources for the Reef Renewal- Coral Restoration Lower Keys 2024 Project.

D49 Board granted approval and authorized execution of an Agreement with the City of Key West, in an amount not to exceed $641,830.00, Fiscal Year 2024 DAC I Capital Resources for the Key West Coffee Butler Amphitheatre Enhancements Phase III Project.

D50 Board granted approval of Commissioner Raschein's appointment of William (Bill) Doxey as the At Large appointment to the Tourist Development Council District V Advisory Committee, replacing Nola Ann Acker whose term has expired.

D51 Board granted approval and authorized execution of Fiscal Year 2024 County Capital Projects funded by Tourist Development Council for Fiscal Year 2024, in the amount of $2,285,701.00, as follows:

Project Name	District	Amount
East Martello Main Gallery HVA, Windows & E. Classroom	DAC I	$1,178,576.00

Project Name	District	Amount
East Martello NE Wall Brick Repairs	DAC I	$307,125.00
Key West Lighthouse ADA Bathrooms	DAC I	$250,000.00
Big Pine Key Park Amphitheater	DAC II	$300,000.00
Jacobs Aquatic Center Pool Liner	DAC V	$250,000.00

COUNTY LAND ACQUISITION AND LAND MANAGEMENT

F1 Board granted approval and authorized execution of a 1st Amendment to the Contract with A+ Environmental Restoration, LLC, for the removal of invasive exotic plants from County conservation lands, adding funding, in the amount of $175,000.00, to the project and extending the Contract to May 17, 2024.

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F2 Board granted approval and authorized execution of a 2nd Amendment to the Agreement with Florida Keys Land Surveying, Inc., extending the end date of the term to November 16, 2024, for the Voluntary Home Buyout Program, funded through Community Development Block Grant-Disaster Recovery Funds.

F3 Board adopted the following Resolution ratifying the addition of certain properties to the Inventory of properties owned by Monroe County to be designated and managed as Monroe County Conservation Lands, in accordance with Ordinance No. 008-2023.

RESOLUTION NO. 488-2023

Said Resolution is incorporated herein by reference.

F4 Board granted approval and authorized execution of a 1st Modification to Subgrant Agreement No. H0938 between the State of Florida, Division of Emergency Management and Monroe County, as a sub-recipient, to extend time of completion of elevation projects to February 28, 2025.

F5 Board adopted the following Resolution for the Monroe County Comprehensive Plan Land Authority to convey real property located at Block 22, Lot 11, Big Pine Cove Subdivision (PB 3-131), on Big Pine Key; Block 3, Lot 5, Sam-N-Joe Subdivision (PB 3-76), on Big Pine Key; Block 1, Lot 8, Amended Plat of The Ladies Acre (PB 5-96), on Little Torch Key; Block 1, Lot 9, Amended Plat of The Ladies Acre (PB 5-96), on Little Torch Key to Monroe County; committing to lease the subject property to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for development with affordable housing; and authorized the Mayor to sign a Land Use Restriction Agreement for each lot.

RESOLUTION NO. 489-2023

Said Resolution is incorporated herein by reference.

PLANNING AND ENVIRONMENTAL RESOURCES,
BUILDING AND CODE COMPLIANCE DEPARTMENTS

I1 Board adopted the following Resolution waiving building permit fees for the Dickerson Affordable Housing Project, in the amount of approximately $157,704.00, for 20 moderate income affordable employee housing dwelling units, or below, to be constructed on a parcel located at 104-504 Polish Thunder Road, on Big Coppitt Key.

RESOLUTION NO. 490-2023
Said Resolution is incorporated herein by reference.

I2 Board adopted the following Resolution adopting the updated Monroe County Multi-jurisdictional Program for Public Information; and providing for an effective date.

RESOLUTION NO. 491-2023
Said Resolution is incorporated herein by reference.

I3 Board adopted the following Resolution waiving building permit fees for the Coco Palms Project, in the amount of approximately $210,830.00, for 24 moderate income or below affordable employee housing dwelling units, to be constructed on a parcel located at 21585 Old State Road 4A, on Cudjoe Key, currently having property identification number 00174960-000000.

RESOLUTION NO. 492-2023
Said Resolution is incorporated herein by reference.

I4 Board granted approval and authorized execution of a Task Order with ACT Environmental & Infrastructure, Inc., in the amount of $159,997.00, for the removal and disposal of a derelict vessel near Man Key, funded by a grant from the Florida Fish and Wildlife Commission Derelict Vessel Grant Program.

I5 Board granted approval and authorized execution of a Task Order with Key West Harbor Services, Inc., in the amount of $431,750.00, for the removal and disposal of four derelict vessels in Safe Harbor, funded by a grant from the Florida Fish and Wildlife Commission Derelict Vessel Grant Program.

I6 Board granted approval and authorized execution of a Task Order with Kearns Construction Company, in the amount of $340,000.00, for the removal and disposal of a derelict vessel near Stock Island, funded by a grant from the Florida Fish and Wildlife Commission Derelict Vessel Grant Program.

I7 Board granted approval of a Coastal Partnership Initiative Grant Application with the Florida Department of Environmental Protection, for funding in the amount of $30,000.00, with a County match of $30,000.00, to develop the Shoreline Use Priorities Plan which shall provide

for regulating shoreline uses, prioritizing water-dependent, water-related and water enhanced uses on shorelines, as specified and required by Policy 212.1.1 of the Monroe County Year 2030 Comprehensive Plan.

I8 Board granted approval of the 2023 Monroe County Area of Critical State Concern Annual Work Program Report, pursuant to Rule 28-20.140, Florida Administrative Code, which will be sent to the State Land Planning Agency. Said report is incorporated herein by reference.

I9 Board adopted the following Resolution rescinding Resolution No. 200-2022; and reserving two moderate income Affordable Housing Rate of Growth Ordinance Allocations for Habitat for Humanity of Key West and Lower Keys, Inc., pursuant to Monroe County Code, Section 138-24(b), for the construction of two affordable housing dwelling units, at 28269 Julia Avenue, Lots 8 & 9, Block 1, Amended Plat Ladies Acres, Little Torch Key, currently having property identification number 00222830-000000, until October 18, 2028.

RESOLUTION NO. 493-2023

Said Resolution is incorporated herein by reference.

I10 Board granted approval of the appointment of Ms. Mia Santos to one three-year term as a lay-person member of the Contractors Examining Board, with a term beginning November 7, 2023 and expiring November 7, 2026.

I11 Board granted approval of a Professional Services Subscription, which upon execution becomes a Contract, with CivicPlus, LLC, for full-service supplementation plus upgrade subscription of the Monroe County Land Development Code and Comprehensive Plan including online supplementation, printed copies and OrdBank subscription, effective October 1. 2023; and authorized the County Attorney to sign all necessary documents.

COMMISSIONER'S ITEM

K1 Board granted approval of Commissioner Rice's reappointment of Cynthia McKnight to Florida Keys Council of People with Disabilities, with a term to expire October 18, 2026.

COUNTY CLERK

N1 Board granted approval of the minutes from the May 17, 2023, regular meeting. Said minutes are incorporated herein by reference.

N2 Board granted approval of Tourist Development Council expenses for the month of September 2023, as follows:

Vendor	Amount
Advertising	$1,099,048.28
Bricks & Mortar Projects	$625,956.27
Events	$162,452.12

Vendor	Amount
Office Supplies & Operating Costs	$4,328.23
Personnel Services	$161,444.23
Public Relations	$148,656.30
Sales & Marketing	$150,172.10
Telephone & Utilities	$26,932.53
Travel	$9,093.60
Visitor Information Services	$83,704.33

N3 Board granted approval to remove surplus equipment from inventory via disposal or advertise for bid. Said list is incorporated herein by reference.

N4 Board granted approval of BOCC Warrants 10124458-10125804 (AP); 29709-29784 (WC); all payroll direct deposited to employee's bank accounts for the month of September 2023, as follows:

Fund	Fund Title	Amount
001	General Fund	$3,446,212.41
101	Fine & Forfeiture	$580,425.19
102	Road/Bridges	$327,128.99
115	TDC -Two Penny	$705,475.26
116	TDC - Admin Promo 2 Cent	$541,581.88
117	TDC - District 1 Third Cent	$1,160,745.78
118	TDC - District 2 Third Cent	$131,014.18
119	TDC - District 3 Third Cent	$291,601.71
120	TDC - District 4 Third Cent	$688,435.22
121	TDC - District 5 Third Cent	$686,621.19
125	Grant Fund	$1,652,771.91
141	Fire/Ambulance	$894,043.61
147	Unincorporated Service	$258,163.31
148	Planning Building	$563,114.94
150	E911 Enhancement Fund	$42,561.89
152	Duck Key Security	$9,073.24
153	Local Housing Assistance	$81,069.14
157	Boating Improvement Fund	$41,028.19
158	Miscellaneous Special Revenue Fund	$200,066.84
160	Environmental Restoration	$134,241.66
163	Court Facilities	$18,231.22
164	Drug Facilities Fees	$1,885.52
177	Canal #266 MSBU	$6,162.80
180	Building Funds	$369,527.46
304	1 Cent Infrastructure	$1,536,365.74
314	Series 2014 Revenue Bonds	$4,940.00
316	Land Acquisition	$1,625.00

Fund	Fund Title	Amount
401	Card Sound Bridge	$51,514.08
403	Marathon Airport	$5,916,986.05
404	Key West International Airport	$1,326,148.52
405	Key West International Airport Series 2022 Revenue Bonds	$3,120,882.91
414	MSD Solid Waste	$2,634,401.43
501	Workers' Compensation	$90,078.96
502	Group Insurance Fund	$2,603,291.23
503	Risk Management Fund	$384,750.73
504	Fleet Management Fund	$259,113.06
610	Fire/EMS LOSAP Trust Fund	$2,805.00

COUNTY ADMINISTRATOR

O1 Board accepted the County Administrator's monthly Report for October 2023. Said report is incorporated herein by reference.

O3 Board granted approval to ratify a 1st Amendment to the Interchange Agreement with Islamorada, Village of Islands (Village) to assign Ed Koconis, Administrative Director – Permitting, to the Village to serve as the Interim Village Manager on a temporary basis.

O5 Board granted approval to enter into a 1st Change Order to the Contract with LPS Utilities Inc. d/b/a LPS Contracting, for the Culvert Installation Water Quality Improvement Project on Canal No. 259 in Big Pine Key, to extend the Contract by three months, to expire on October 27, 2023; and authorized the County Administrator to sign all necessary documents.

O7 Board granted approval and authorized execution of a 2nd Amendment to the Grant Agreement No. LPA0249 with the Florida Department of Environmental Protection to revise the Payment Request Schedule in the Agreement for Task 2, Bidding and Contractor Selection.

O8 Board granted approval and authorized execution of a 2nd Amendment to the Revenue Grant Agreement No. LPA0241 with the Florida Department of Environmental Protection to approve additional expenditures, in the amount of $870,999.80 in Keys Stewardship Funds, towards the Canal Restoration Program for Canal No. 90 in Tavernier, and providing for an effective date.

O9 Board granted approval and authorized execution of a 6th Task Order with WSP USA Environment & Infrastructure Solutions, Inc. under the Category C On-Call Resilience and Environmental Engineering Services Contract, in the amount of $100,000.00, to design and permit the Long Key Living Shoreline Project, funded by Florida Department of Environmental Protection Resilient Florida Grant No. 22FRP131.

O10 Board granted approval and authorized execution of a Contract with WSP USA Environment & Infrastructure Solutions, Inc., in the amount of $240,000.00, to create a

Vulnerability Assessment for the City of Marathon, funded by Florida Department of Environmental Protection Grant No. 22PLN65.

O11 Board granted approval and authorized execution of a 7th Task Order with WSP USA Environment & Infrastructure Solutions, Inc. under the Category C On-Call Resilience and Environmental Engineering Services Contract, in the amount of $236,483.00, to design and permit the Duck Key Living Shoreline Project, funded by Florida Department of Environmental Protection Resilient Florida Grant No. 22FRP132.

O12 Board granted approval to ratify a Grant Application to the Gulf Coast Restoration Council for the County's share of the Gulf Consortium Pot 3 RESTORE funds, in the amount of $12,650,000.00, with no match, pursuant to the County's approved project in the State Expenditure Plan: Canal Restoration; and authorized the County Administrator to sign all necessary documents in connection with the grant. These funds will be used for six Canal Restoration Projects on Big Pine Key.

O13 Board granted approval to enter into Planning Grant No. 22PLN65 and granted approval of the Consent to Assignment of Grant Agreement No. 22PLN65-A1 between Florida Department of Environmental Protection, City of Marathon (COM) and Monroe County under the Resilient Florida Grant Program, in the amount of $240,000.00, to complete a Vulnerability Assessment for COM, pursuant to Section 380.093, Florida Statutes, with no match requirement; and authorized the County Administrator to execute any necessary documents.

O14 Board granted approval and authorized execution of a 1st Amendment to the Grant Agreement No. LPA0428 with Florida Department of Environmental Protection to authorize a modification to the workplan.

COUNTY ATTORNEY

P2 Board granted approval to initiate litigation against Kristie Aussubel and David Donovan and their property, 449 Barracuda Blvd., Key Largo, Florida, to seek compliance with the County Code and enforce the lien(s) arising from Code Compliance Case No. CE20060108.

P3 Board granted approval to initiate litigation against Jorge Rodriguez Marquez and his property, 614 Island Drive, Key Largo, Florida, to seek compliance with the County Code and enforce the lien(s) arising from Code Compliance Case No. CE21030061.

P4 Board granted approval to reject the settlement offer in the matter of *Monroe County, Florida v. Jakku Properties LLC, Case No. 22-CA-64-P*.

P6 Board granted approval of Professional Services Subscription, which upon execution becomes a Contract, with CivicPlus, LLC for full-service supplementation plus upgrade subscription of the Monroe County Code of Ordinances including online supplementation, printed copies and OrdBank subscription, effective October 1, 2023; and authorized the County Attorney to sign all necessary documents.

P7 Board granted approval and authorized execution of a Settlement and Release Agreement in *Galleon Bay Corporation v. Monroe County and State of Florida, Case No. CA K 02-595*.

P8 Board granted approval and authorized execution of the 8th Amendment to the Legal Services Agreement with the law firm of Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A., to increase billing rates for partners, associates and paralegals by $5.00 per hour, in line with the rate increase approved by Florida Municipal Insurance Trust for attorneys handling property and liability claims. These changes are retroactive to October 1, 2023.

P10 Board granted approval of a Settlement Agreement in the case of *Mark Barter v. Monroe County, 16th Judicial Circuit Case No. 21-CA-418-K*; and authorized the County Attorney's Office to sign all necessary settlement documents.

P12 Board granted approval to initiate litigation seeking injunctive relief and costs against 91865 Overseas Highway LLC, regarding property located at 91865 Overseas Highway, Tavernier, Florida 33070, to abate ongoing unpermitted development.

SUSTAINABILITY

S4 Board granted approval and authorized execution of a Revenue Agreement with the Florida Department of Transportation, in the amount of $513,000.00, to fund the County's 35% share of the projected $1,465,000.00 cost of the design and permitting of the U.S. 1 shoreline revetments as part of the Florida Keys Coastal Storm Risk Management Project developed by the U.S. Army Corps of Engineers and approved by the U.S. Congress for reducing coastal storm risk vulnerability in the Florida Keys.

Motion carried unanimously.

PUBLIC HEARING

Q5 Bob Shillinger, County Attorney, addressed the Board regarding a Public Hearing to consider approval of a Resolution transmitting to the State Land Planning Agency an Ordinance amending the Monroe County Future Land Use Map from residential medium to mixed use/commercial for property located at 103925, 103935, 103945, 103955, 103965 Overseas Highway, Key Largo, as proposed by Abit Holdings, LLC (File No. 2019- 029). The following individual addressed the Board: David Thompson, representing Abit Holdings, LLC. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Rice to continue the Public Hearing to the December 13, 2023 regular meeting in Key Largo. Motion carried unanimously.

The Board of County Commissioners meeting adjourned for the Board of Governors, Fire & Ambulance District 1, meeting.

FIRE & AMBULANCE DISTRICT 1
BOARD OF GOVERNORS

The Board of Governors for the Fire & Ambulance District 1 convened. Present and answering to roll call were Mayor Craig Cates, Commissioner Holly Raschein, Commissioner David Rice, Councilman Greg Lewis and Mayor Bruce Halle.

H1 Chief Jim Callahan, Monroe County Fire Rescue, addressed the Board regarding approval to award the annual lump sum bonus to the Monroe County Fire Rescue billing staff in the amount of 10% of the unloaded base salaries for billing collections for Monroe County Trauma Star Air and Ground Ambulance Transports. The bonus is based on an average collection rate of 80.48% for the period May 1, 2022 to April 30, 2023, as compared to the qualifying baseline collection rate of 33.70%. After discussion, motion was made by Commissioner Rice and seconded by Commissioner Raschein granting approval of the item. Motion carried unanimously.

H2 Motion was made by Councilman Lewis and seconded by Commissioner Raschein granting approval to piggyback the Lake County, Florida Contract No. 22-730B for purchase of 28 sets of firefighter bunker gear from Bennett Fire Products Co., Inc. in the amount of $102,394.43, pursuant to Chapter 7, Section E of the Monroe County Purchasing Policy; and authorized the Fire Chief to execute all necessary documents. Motion carried unanimously.

H3 Motion was made by Commissioner Rice and seconded by Mayor Cates adopting the following Resolution appointing and authorizing the governing body of the Fire and Ambulance District 1 designee to sign and execute requests to purchase up to, and including, the amount given to the County Administrator, Assistant County Administrator or Purchasing Director as authorized in the Monroe County Purchasing Policy. Motion carried unanimously.

RESOLUTION NO. 494-2023
Said Resolution is incorporated herein by reference.

The Board of Governors, Fire & Ambulance District 1, adjourned. The Board of County Commissioners meeting reconvened with all Commissioners present.

TAX COLLECTOR

L1 Sam Steele, CFC, Monroe County Tax Collector, gave an update on his office and presented the excess fee check to the Board.

MISCELLANEOUS BULK ITEM

C25 Judy Clarke, Director of Engineering/Roads & Bridges, addressed the Board regarding authorization for the County Administrator to execute Grant Agreement, Amendments and all related grant documents for the Florida Division of Emergency Management Legislative Pre-Disaster Mitigation Grant Program Project No. LPDM-PJ-04-FL-2022-001, Grant Agreement

No. B0200, for the Monroe County Twin Lakes Subdivision Sea Level Rise Pilot Project, in the federally appropriated grant amount of $5,484,300.00, with an expiration date of September 21, 2025. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Lincoln approving the item. Motion carried unanimously. The Board heard public input after Item M1.

ENGINEERING

M1 Antonette Adams, Program Management Administrator with Florida Department of Transportation (FDOT) District Six, gave a Power Point Presentation on the FDOT Five-Year Tentative Work Program for Fiscal Years 2024/2025 through 2028/2029. The following individuals addressed the Board: Daniel Iglesias, FDOT District Six Director of Transportation Development; and Ken Jeffries, FDOT District Six Transportation Planning Manager. Mr. Shillinger addressed the Board. After discussion, motion was made by Commissioner Lincoln and seconded by Commissioner Rice acknowledging the Tentative Work Program. Motion carried unanimously.

MISCELLANEOUS BULK ITEM

C25 The following individual addressed the Board regarding approval of and authorization for the County Administrator to execute Grant Agreement, Amendments and all related grant documents for the Florida Division of Emergency Management Legislative Pre-Disaster Mitigation Grant Program Project No. LPDM-PJ-04-FL-2022-001, Grant Agreement No. B0200, for the Monroe County Twin Lakes Subdivision Sea Level Rise Pilot Project, in the federally appropriated grant amount of $5,484,300.00, with an expiration date of September 21, 2025: Stephanie Russo.

STAFF REPORT

E1 Richard Clark, Director of Transit, and Murriah Dekle, Assistant Vice President & Transportation Planner, with WSP USA, Inc. gave a Power Point Presentation on *Monroe County Transit*.

COUNTY ADMINISTRATOR

O6 Rhonda Haag, Chief Resilience Officer, and Daniel Iglesias, Florida Department of Transportation, District Six, Director of Transportation Development, addressed the Board regarding a Design Agreement with the United States Army Corps of Engineers (USACE), for the design and permitting of the U.S. 1 shoreline revetments as part of the Florida Keys Coastal Storm Risk Management Project, in the amount of $1,465,000.00, with the USACE share of such costs projected to be $952,000.00, and the County's share projected to be $513,000.00. The project was developed by USACE and approved by the U.S. Congress for reducing coastal storm risk vulnerability in the Florida Keys. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Rice approving the Agreement. Motion carried unanimously.

LEGISLATIVE AFFAIRS

S2 Lisa Tennyson, Director of Legislative Affairs and Grants Acquisition, gave a Power Point Presentation on the 2024 Legislative Session Overview.

COUNTY ADMINISTRATOR

O4 Mr. Shillinger, Tina Boan, Senior Director of Budget and Finance, and Lindsey Ballard, County Administration Business Manager, addressed the Board regarding the Board of County Commissioners monthly meeting dates for 2024. After discussion, motion was made by Commissioner Lincoln and seconded by Commissioner Scholl granting approval of the proposed BOCC dates for 2024 (3rd Wednesdays and Thursdays), with the following changes recommended by staff:

January 17 and 18, to be held January 24;
February 21 and 22, to be held February 15;
March 20 meeting, to begin at 1:00 p.m.;
June 19 and 20 removed from the calendar;
November 20 and 21, to be held November 19; and
December 18 and 19, to be held December 11.

Motion carried unanimously. Said meeting dates are attached hereto.

PUBLIC HEARINGS

Emily Schemper, Senior Director of Planning and Environmental Resources, addressed the Board concerning the following three items, Q1, Q2 and Q3:

Q1 A Public Hearing was held to consider an Ordinance adopting Amendments to the Monroe County Year 2030 Comprehensive Plan to create Goal 112, Objectives 112.1 and 112.2, and Policies 112.1.1 and 112.2.1 establishing site-specific development standards and deviations as well as exemptions from adopted land use and development standards for Ocean Reef, as proposed by Ocean Reef Club, Inc., and Ocean Reef Community Association.

Q2 A Public Hearing was held to consider an Ordinance amending Monroe County Land Development Code Section 130-141 to create the Ocean Reef Overlay District and establish a purpose and intent, boundary, exemptions for nonconforming uses and structures, exemptions from development standards established within Land Development Code Chapter 114, and modifications to setbacks for accessory structures as proposed by Smith Hawks, PL on behalf of the applicant, Ocean Reef Club, Inc.

Q3 A Public Hearing was held to consider an Ordinance amending the Monroe County Land Use District (Zoning) Map to apply the Ocean Reef Overlay District for properties located at approximately 100 Anchor Drive, 30 Ocean Reef Drive, 90 Andros Road, 101 Andros Road,

Beach Road, Ocean Reef Drive, 301 Ocean Reef Drive, 650 Beach Road, 314 Anchor Drive, 1 Dockside Lane, 31 Ocean Reef Drive, 2 Dockside Drive, 395 South Harbor Drive, 100 Country Club Road, 120 Nirvana Lane, 100 Nirvana Lane, Torchwood Lane, 212 Anchor Drive and 314 Anchor Drive, Key Largo, Monroe County, Florida, currently having property identification numbers 00572797-003600, 00572795-001000, 00570460-000000,00570450-000000,00569510-000000,00569500-000000,00569480-000000,00569490-000000,00569470-000000,00569480-000000,00569482-000000, 00081780-000300,00081760-000100,00081760-000000,00081880-000100,00081760-000200, 00081740-000500, 00081720-000000, 00081710-000000 and 00572797-003800; as proposed by Smith Hawks, PL on behalf of Ocean Reef Club, Inc., Yachtsman Inn Land, LLC, O.R. Business Center, LLC and Golf Manor IA Condominium.

There was no public input. After discussion, motion was made by Commissioner Rice and seconded by Commissioner Lincoln to adopt the following Ordinances:

Q1 An Ordinance adopting Amendments to the Monroe County Year 2030 Comprehensive Plan to create Goal 112, Objectives 112.1 and 112.2, and Policies 112.1.1 and 112.2.1 establishing site-specific development standards and deviations as well as exemptions from adopted land use and development standards for Ocean Reef, as proposed by Ocean Reef Club, Inc., and Ocean Reef Community Association.

ORDINANCE NO. 021-2023

Said Ordinance is incorporated herein by reference.

Q2 An Ordinance amending Monroe County Land Development Code Section 130-141 to create the Ocean Reef Overlay District and establish a purpose and intent, boundary, exemptions for nonconforming uses and structures, exemptions from development standards established within Land Development Code Chapter 114, and modifications to setbacks for accessory structures as proposed by Smith Hawks, PL on behalf of the applicant, Ocean Reef Club, Inc.

ORDINANCE NO. 022-2023

Said Ordinance is incorporated herein by reference.

Q3 An Ordinance amending the Monroe County Land Use District (Zoning) Map to apply the Ocean Reef Overlay District for properties located at approximately 100 Anchor Drive, 30 Ocean Reef Drive, 90 Andros Road, 101 Andros Road, Beach Road, Ocean Reef Drive, 301 Ocean Reef Drive, 650 Beach Road, 314 Anchor Drive, 1 Dockside Lane, 31 Ocean Reef Drive, 2 Dockside Drive, 395 South Harbor Drive, 100 Country Club Road, 120 Nirvana Lane, 100 Nirvana Lane, Torchwood Lane, 212 Anchor Drive and 314 Anchor Drive, Key Largo, Monroe County, Florida, currently having property identification numbers 00572797-003600, 00572795-001000, 00570460-000000,00570450-000000,00569510-000000,00569500-000000,00569480-000000,00569490-000000,00569470-000000,00569480-000000,00569482-000000, 00081780-000300,00081760-000100,00081760-000000,00081880-000100,00081760-000200, 00081740-000500, 00081720-000000, 00081710-000000 and 00572797-003800; as proposed by Smith Hawks, PL on behalf of Ocean Reef Club, Inc., Yachtsman Inn Land, LLC, O.R. Business Center, LLC and Golf Manor IA Condominium.

ORDINANCE NO. 023-2023
Said Ordinance is incorporated herein by reference.

Motion carried unanimously.

Q4 A Public Hearing was held to consider approval of a Resolution transmitting to the State Land Planning Agency an Ordinance amending the Monroe County Future Land Use Map from residential medium to mixed use/commercial for property located at 103301 Overseas Highway, Key Largo, as proposed by Irwin Holdings 103301, LLC, File No. 2023-081. The following individual addressed the Board: Jim Saunders, representing Irwin Holdings, LLC. Ms. Schemper gave a Power Point Presentation. After discussion, motion was made by Commissioner Lincoln and seconded by Commissioner Raschein adopting the following Resolution. Motion carried unanimously.

RESOLUTION NO. 495-2023
Said Resolution is incorporated herein by reference.

Q6 A Public Hearing was held to consider an Ordinance amending section 18-27(h) of Chapter 18, Parks and Recreation, of the Monroe County Code of Ordinances, to modify the boat ramp and admission fees for non-Monroe County residents on weekends, holidays, and during the annual two-day Lobster Mini Season at Harry Harris Park. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 024-2023
Said Ordinance is incorporated herein by reference.

Q7 A Public Hearing was held to consider an Ordinance amending the introduction, background, and glossary of the 2030 Monroe County Comprehensive Plan to clarify the continuing application of the Monroe County 2030 Comprehensive Plan to development, to clarify the General and Defined Terms sections, and to clarify construction of conflicts with the Monroe County Code(s). Ms. Schemper gave a Power Point Presentation. There was no public input. After discussion, motion was made by Commissioner Scholl and seconded by Commissioner Rice adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 025-2023
Said Ordinance is incorporated herein by reference.

Q8 A Public Hearing was held to consider an Ordinance amending Section 22-129 of the Monroe County Code to allow for, and to grant, purchasing authority to the Fire and Ambulance District 1 Board of Governors' designee. There was no public input. Motion was made by Commissioner Scholl and seconded by Commissioner Raschein adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 026-2023
Said Ordinance is incorporated herein by reference.

COUNTY ATTORNEY

P1 Mr. Shillinger addressed the Board with the County Attorney Report for the month of October 2023, and gave an update on the Judicial Circuit Assessment Committee meeting regarding the proposed consolidation of Circuit 11 and Circuit 16. Said report is incorporated herein by reference.

Mr. Shillinger requested to hold an Attorney-Client Closed Session in the matter of *Pirates Cove Property Owners and Boating Association, Inc., Landings of Largo Condominium Association, Inc., Alice Gahagen, George Rhyne, John Gibson, Joe Harris, Jr., Jeanne Carballo, William Wrubleski, Jodiene Koblenzer, Julie Berry, Donald Bower, Jr., Joann Smenda, Dorothy Mueller, Leslie Patterson, Charles Gomez, and Kevin Rowe v. Monroe County, Archer Berry, and Daniel Berry, Jr., Case No. 23-CA-365-P,* and read the required language into the record. Motion was made by Commissioner Rice and seconded by Commissioner Scholl granting approval to hold the closed session at the regularly scheduled November 8, 2023 meeting in Key West, Florida, at 9:00 a.m. or as soon thereafter as may be heard. Motion carried unanimously.

P5 Nathalia Mellies Archer, Assistant County Attorney, and Mr. Shillinger addressed the Board regarding Senate Bill 170, which amended Florida Statute 125.66 during the 2023 Legislative session, requiring the County to prepare a Business Impact Estimate prior to considering an Ordinance, with certain exceptions. The Board took no official action.

COUNTY ADMINISTRATOR

O2 Motion was made by Commissioner Raschein and seconded by Commissioner Lincoln granting approval of the Monroe County 2024 State Legislative Agenda. Motion carried unanimously.

COUNTY ATTORNEY

P9 Mr. Shillinger gave the Board a Charter County update. The Board took no official action.

P11 Mr. Shillinger requested to hold an Attorney-Client Closed Session in the matter of *Monroe County, Florida v. DGW Corporation, 16th Judicial Circuit Case No. 23-CA-249-M* and read the required language into the record. Motion was made by Commissioner Scholl and seconded by Commissioner Rice granting approval to hold the closed session at the regularly scheduled November 8, 2023 meeting in Key West, Florida, at 9:00 a.m. or as soon thereafter as may be heard. Motion carried unanimously.

There being no further business, the meeting of the Board of County Commissioners was adjourned.

Kevin Madok, CPA
Clerk and ex-officio Clerk to the
Board of County Commissioners
Monroe County, Florida
Liz Yongue, D.C.

PROPOSED BOCC DATES FOR 2024

2nd Weds & Thurs	3rd Weds & Thurs	Location	Miscellaneous
January 10 & 11	January 17 & 18	Marathon	**FAC LEG Day – January 17, 2024** Agenda Deadline 1/2 and Agenda Published 1/9 *Staff Recommends Weds. January 24th; with agenda deadline 1/9 & agenda published 1/16*
February 14 & 15	February 21 & 22	Key West	Agenda Deadline 2/6 & Agenda Published 2/13 **Florida Keys Day Tentatively set for February 22, 2024** *Staff recommends Weds. February 14 with Agenda Deadline 1/30 & Agenda Published 2/6*
March 13 & 14	March 20 & 21	Key Largo	**National Hurricane Conference – March 25-28, 2024** Presidential Preference Primary 3/19/24 School District Spring Break 3/18-3/22 Agenda Deadline 3/5 and Agenda Published 3/12
April 10 & 11	April 17 & 18	Marathon	Agenda Deadline 4/2 Agenda Published 4/9
May 8 & 9	May 15 & 16	Key West	**Governor's Hurricane Conference – May 12-17, 2024** Agenda Deadline 4/30 and Agenda Published 5/7
June 12 & 13	June 19 & 20	Key Largo	**FAC Annual Meeting – June 25-28, 2024** Agenda Deadline 6/4 and Agenda Published 6/11
July 10 & 11	July 17 & 18	Marathon	Agenda Deadline 7/2 Agenda Published 7/9
August 14 & 15	August 21 & 22	Key West	Agenda Deadline 8/6 Agenda Published 8/13
September 11 & 12	September 18 & 19	Key Largo	**FAC Policy Conference – September 11-12, 2024** **FAC Leadership Summit – September 13, 2024** Agenda Deadline 9/3 and Agenda Published 9/10
October 9 & 10	October 16 & 17	Marathon	Agenda Deadline 10/1 Agenda Published 10/8
November 13 & 14	November 20 & 21	Key West	*Tuesday November 19, 2024 per statute & policy*** Agenda Deadline 11/5 and Agenda Published 11/12
December 11 & 12	December 18 & 19	Key Largo	**FAC LEG Conference – December 3-6, 2024** Agenda Deadline 11/26 and Agenda Published 12/3

Section 1.02(a) of the BOCC Administrative Procedures establishes Wednesdays as the preferred day for BOCC meetings and noticing the next day as an additional meeting day in an abundance of caution should a second day prove necessary.

**** Section 1.04(a) of the BOCC Administrative Procedures states that: "The November meeting in election years must be on the date newly elected commissioners assume office as provided by law." F.S. 100.041(2) states that a commissioner's terms starts on the second Tuesday following election.**

Staff recommended meeting dates highlighted in yellow.

All meetings begin at 9:00 a.m. – need to discuss start time (possibly move to 1pm (or 10 am) for KW & KL Meetings)

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: M2
2023-2135

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
No

STAFF CONTACT: Aneta Jodkowska

AGENDA ITEM WORDING:

Approval to remove surplus equipment from inventory via disposal or advertise for bid.

ITEM BACKGROUND:
F.S. 274.05-274.07 and Monroe County Purchasing Policy state that the Board of County Commissioners shall approve the disposal of items that have been declared to be surplus by the Property Manager within the office of the Clerk of the Courts. Each of the items on the attached list has been certified by its department to be of no value. Once disposal is approved, the items will be removed from the Fixed Asset Inventory List.

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

ASSETS Feb 2024 BOCC Packet.pdf

FINANCIAL IMPACT:

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Fire Rescue

DATE: 12/20/2023

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
9520	JJ140C0307448	Pro Sal Treadmill	07/14/2018	$1099.99/$274.99

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Zully K. Hemeyer Digitally signed by Zully K. Hemeyer Date: 2024.01.28 18:03:54 -05'00' — Signature — Date: 1/28/2023

Zully K. Hemeyer — Print name

DEPARTMENT DIRECTOR APPROVAL: James Callahan Digitally signed by James Callahan Date: 2024.01.29 09:34:56 -05'00' — Signature — Date: 1/29/2024

_____ — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0000429 (PRO SAL TREADMIL)
BA-0005335 (PRO SAL TREADMIL)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0000429 (PRO SAL TREADMIL)	9520	PRO SAL TREADMIL	NORDIC TRACK	C1270 PRO	1,099.99	274.99	Cost Center: CC_63100 Key West Airport Fire & Rescue Function: Public Safety Fund: F_404 Key West International Airport	SC_00380 - Capital Outlay Equipment Furniture	In Service		07/14/2018	07/14/2018		JJ140C0307448	LK18 KW Airport Fire Station	Equipment-Furniture
Monroe County Board of County Commissioners	BA-0005335 (PRO SAL TREADMIL)	9520	PRO SAL TREADMIL	NORDIC TRACK	C1270 PRO	0.00	0.00	Function: Transportation Fund: F_404 Key West International Airport	SC_00380 - Capital Outlay Equipment Furniture	Removed		07/14/2018	07/14/2018		JJ140C0307448		Equipment-Furniture

OK having 2 same Asset #s & 1 active & Other Removed.

OK - conversion from old to New System issue

Michael Stanek

From: Hemeyer-Zully <Hemeyer-Zully@MonroeCounty-FL.Gov>
Sent: Monday, January 29, 2024 9:37 AM
To: Michael Stanek
Cc: Maureen O'Brien; Moore-Shaina; Tamborski-Cheri
Subject: RE: Asset Deletion form #9520 - Treadmill
Attachments: INVENTORY DELETION REQUEST (St7 Treadmill).pdf

Zully Email
+ work
+ Reputable
01/29/24
Spoke on phone
Zully

Good morning Michael,

Attached is the asset deletion request re-signed form.

Thank you,

Zully K. Hemeyer
Sr. Performance Analyst/
Fire Safety Inspector I
Fire Marshal's Office
Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050

***Website*: http://www.monroecounty-fl.gov/783/Fire-Rescue**
Office: 305-289-6020
Cell: 305-304-0632
Fax: 305-289-6336

From: Michael Stanek <mstanek@monroe-clerk.com>
Sent: Friday, January 26, 2024 9:19 AM
To: Hemeyer-Zully <Hemeyer-Zully@MonroeCounty-FL.Gov>
Cc: Maureen O'Brien <mobrien@monroe-clerk.com>; Moore-Shaina <Moore-Shaina@MonroeCounty-FL.Gov>; Tamborski-Cheri <Tamborski-Cheri@MonroeCounty-FL.Gov>
Subject: RE: Asset Deletion form #9520 - Treadmill

CAUTION

Zully,

Need #9520 destruction form updated, corrected to me by this Monday (01/29/2024) in order to include it in the February BOCC meeting. Refer to prior emails for more detail/explanation.

Moved my deadline up because I will be in the field.

Thanks

Michael Stanek
Property Clerk
Kevin Madok, CPA
Clerk of the Circuit Court & Comptroller
500 Whitehead Street, Key West, Florida, 33040
Phone: 305-292-3543
www.monroe-clerk.com

PLEASE NOTE: The information contained in this message and any accompanying attachments may contain privileged, private, and/or confidential information protected by state and federal law. If you have received this information in error, please notify the sender immediately and destroy the information.

Florida has a very broad public records law. Most written communications with any public agency in the course of its official business are public record, and available to the public and media upon request. Your e-mail communication with this office may be subject to public disclosure.

From: Hemeyer-Zully <Hemeyer-Zully@MonroeCounty-FL.Gov>
Sent: Thursday, January 18, 2024 5:14 PM
To: Michael Stanek <mstanek@monroe-clerk.com>
Cc: Maureen O'Brien <mobrien@monroe-clerk.com>; Moore-Shaina <Moore-Shaina@MonroeCounty-FL.Gov>; Tamborski-Cheri <Tamborski-Cheri@MonroeCounty-FL.Gov>
Subject: RE: Asset Deletion form

Ok, we will review this internally and get back an updated form and explanation.

Thank you,

Zully K. Hemeyer
Sr. Performance Analyst/
Fire Safety Inspector I
Fire Marshal's Office
Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050

***Website*: http://www.monroecounty-fl.gov/783/Fire-Rescue**
Office: 305-289-6020
Cell: 305-304-0632
Fax: 305-289-6336

From: Michael Stanek <mstanek@monroe-clerk.com>
Sent: Thursday, January 18, 2024 4:57 PM

To: Hemeyer-Zully <Hemeyer-Zully@MonroeCounty-FL.Gov>; Moore-Shaina <Moore-Shaina@MonroeCounty-FL.Gov>
Cc: Maureen O'Brien <mobrien@monroe-clerk.com>
Subject: RE: Asset Deletion form

...

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Zully,

Plus may want to include brief explain why dispose when still has a book value.

Will try to get on the Feb 2024 BOCC agenda (02/06/24 deadline)

Then need BOCC's ok + notes/support

Then I send you destruction cert for you to destroy.

Michael Stanek
Property Clerk
Kevin Madok, CPA
Clerk of the Circuit Court & Comptroller
500 Whitehead Street, Key West, Florida, 33040
Phone: 305-292-3543
www.monroe-clerk.com

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Florida has a very broad public records law. Most written communications with any public agency in the course of its official business are public record, and available to the public and media upon request. Your e-mail communication with this office may be subject to public disclosure.

From: Michael Stanek
Sent: Thursday, January 18, 2024 4:54 PM
To: 'Hemeyer-Zully' <Hemeyer-Zully@MonroeCounty-FL.Gov>; shaina moore (Moore-Shaina@MonroeCounty-Fl.gov) <Moore-Shaina@MonroeCounty-Fl.gov>
Cc: Maureen O'Brien <mobrien@monroe-clerk.com>
Subject: RE: Asset Deletion form

Zully,

#9520 – need to correct present value to the $432.13 book value. Refer to attachment.

Thanks

Michael Stanek
Property Clerk
Kevin Madok, CPA
Clerk of the Circuit Court & Comptroller
500 Whitehead Street, Key West, Florida, 33040
Phone: 305-292-3543
www.monroe-clerk.com

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From: Hemeyer-Zully <Hemeyer-Zully@MonroeCounty-FL.Gov>
Sent: Thursday, January 4, 2024 1:45 PM
To: Michael Stanek <mstanek@monroe-clerk.com>
Subject: Asset Deletion form

Good afternoon Michael,

Hope you had a great holiday and happy new year!
Attached is an asset deletion form for the treadmill at station 7.
When would we be able to dispose of this item?

Thank you so much,
Zully K. Hemeyer
Sr. Performance Analyst/
Fire Safety Inspector I
Fire Marshal's Office
Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050

***Website*: http://www.monroecounty-fl.gov/783/Fire-Rescue**
Office: 305-289-6020
Cell: 305-304-0632
Fax: 305-289-6336

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Monroe County Fire Rescue

DATE: 11/07/2023

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6309	205CHX1183	Motorola XTS2500 Portable Radio	3/19/2008	$1,995.17

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:
Speaker and battery not working...will not charge. Unit outdated and cannot be repaired...CW

PREPARED BY: Signature — 11/07/20237 Date:

Chris Ward
Print name

DEPARTMENT DIRECTOR APPROVAL: Signature — 11/15/2023 Date:

James K Callahan
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

6309

2620

CHAMPS Business Asset Detail

04:18 PM
01/18/2024
Page 1 of

Business Asset: BA-0002718 (MOTOROLA XTS2500 RADIO)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0002718 (MOTOROLA XTS2500 RADIO)	6309	MOTOROLA XTS2500 RADIO	MOTOROLA	XTS2500	1,995.17	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 - Capital Outlay Equipment Communication/Audio	In Service		03/19/2008	03/19/2008		205CHX1183	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio

Michael Stanek

From: Hemeyer-Zully <Hemeyer-Zully@MonroeCounty-FL.Gov>
Sent: Thursday, January 18, 2024 9:18 AM
To: Michael Stanek
Subject: FW: Asset Deletion Form
Attachments: Asset.Delete.11.15.23.pdf

Thank you,

Zully K. Hemeyer
Sr. Performance Analyst/
Fire Safety Inspector I
Fire Marshal's Office
Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050

***Website*: http://www.monroecounty-fl.gov/783/Fire-Rescue**
Office: 305-289-6020
Cell: 305-304-0632
Fax: 305-289-6336

From: Hemeyer-Zully
Sent: Thursday, January 18, 2024 9:11 AM
To: mstanek@monroe-clerk.com
Subject: FW: Asset Deletion Form

Thank you,

Zully K. Hemeyer
Sr. Performance Analyst/
Fire Safety Inspector I
Fire Marshal's Office
Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050

***Website*: http://www.monroecounty-fl.gov/783/Fire-Rescue**
Office: 305-289-6020
Cell: 305-304-0632

Fax: 305-289-6336

From: Hemeyer-Zully
Sent: Wednesday, November 15, 2023 5:53 PM
To: mstanek@monroe-clerk.com
Cc: Tamborski-Cheri <Tamborski-Cheri@MonroeCounty-Fl.gov>
Subject: Asset Deletion Form

Good afternoon Michael,
Attached is an asset deletion form for the following:

BA-0002895 (MOTOROAL XTS2500 RADIO)	6578	MOTOROAL XTS2500 RADIO	MOTOROLA	XTS2500	$ 1,915.00	$ -	Cost Center Fire & Resc Function: P Fund: F_14 Ambulance Lower & Mi

Please let me know if you need anything further.
Thank you,

Zully K. Hemeyer
Sr. Performance Analyst/
Fire Safety Inspector I
Fire Marshal's Office
Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050

***Website*: http://www.monroecounty-fl.gov/783/Fire-Rescue**
Office: 305-289-6020
Cell: 305-304-0632
Fax: 305-289-6336

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: MICHAEL STANEK, **Property Clerk**
Finance Dept., Stop 8

FROM: MCFR Logistics

DATE: 01/10/2024

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
7098	Unknown	Wireless Video Transmitter	05/17/2011	$1893.70 / $0
7099	Unknown	Wireless Video Transmitter	05/17/2011	$1893.70 / $0
7100	Unknown	Wireless Video Transmitter	05/17/2011	$1893.70 / $0
7101	Unknown	Wireless Video Transmitter	05/17/2011	$1893.70 / $0

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
__X__ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Shaina Moore Digitally signed by Shaina Moore Date: 2024.01.10 15:10:07 -05'00' — Signature — 01/10/2024 — Date:

Shaina Moore — Print name

DEPARTMENT DIRECTOR APPROVAL: [signature] — Signature — 1-17-24 — Date:

J K Callahan — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0003242 (WIRELESS VIDEO TRANSMITTER)
BA-0003243 (WIRELESS VIDEO TRANSMITTER)
BA-0003244 (WIRELESS VIDEO TRANSMITTER)
BA-0003245 (WIRELESS VIDEO TRANSMITTER)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0003242 (WIRELESS VIDEO TRANSMITTER)	7098	WIRELESS VIDEO TRANSMITTER			1,893.70	0.00	Cost Center: CC_12001 Fire Academy Function: Public Safety Fund: F_001 General Fund	SC_00382 - Capital Outlay Equipment Communication/Audio	In Service		05/17/2011	05/17/2011			MK22 Joe London Fire Training Academy	Equipment-Communitcation/Audio
Monroe County Board of County Commissioners	BA-0003243 (WIRELESS VIDEO TRANSMITTER)	7099	WIRELESS VIDEO TRANSMITTER			1,893.70	0.00	Cost Center: CC_12001 Fire Academy Function: Public Safety Fund: F_001 General Fund	SC_00382 - Capital Outlay Equipment Communication/Audio	In Service		05/17/2011	05/17/2011			MK22 Joe London Fire Training Academy	Equipment-Communitcation/Audio
Monroe County Board of County Commissioners	BA-0003244 (WIRELESS VIDEO TRANSMITTER)	7100	WIRELESS VIDEO TRANSMITTER			1,893.70	0.00	Cost Center: CC_12001 Fire Academy Function: Public Safety Fund: F_001 General Fund	SC_00382 - Capital Outlay Equipment Communication/Audio	In Service		05/17/2011	05/17/2011			MK22 Joe London Fire Training Academy	Equipment-Communitcation/Audio
Monroe County Board of County Commissioners	BA-0003245 (WIRELESS VIDEO TRANSMITTER)	7101	WIRELESS VIDEO TRANSMITTER			1,893.73	0.00	Cost Center: CC_12001 Fire Academy Function: Public Safety Fund: F_001 General Fund	SC_00382 - Capital Outlay Equipment Communication/Audio	In Service		05/17/2011	05/17/2011			MK22 Joe London Fire Training Academy	Equipment-Communitcation/Audio

Michael Stanek

From:	Hemeyer-Zully <Hemeyer-Zully@MonroeCounty-FL.Gov>
Sent:	Thursday, January 18, 2024 9:40 AM
To:	Michael Stanek
Cc:	Moore-Shaina; Altamirano-Maria; Ward-Christopher; Tamborski-Cheri
Subject:	Inventory Deletion Request
Attachments:	1.17.24 ASSET DELETE REQUEST Wireless transmitters (4).pdf

Good morning Michael,

As discussed, attached is an inventory deletion request form.
The County ID numbers do not exist on the Workday assets, as you know.
Since this is a non-transfer type of asset, we appreciate you taking this item(s) before the BOCC.
When its approved, we will sign the proper disposal/destruction forms.

Thank you,

Zully K. Hemeyer
Sr. Performance Analyst/
Fire Safety Inspector I
Fire Marshal's Office
Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050

***Website*: http://www.monroecounty-fl.gov/783/Fire-Rescue**
Office: 305-289-6020
Cell: 305-304-0632
Fax: 305-289-6336

DONE

2626

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: MIKE STANEK **, Property Clerk**
Finance Dept., Stop 8

FROM: KEITH MORIARITY

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
R&B1659	5268131	2001 WACKER	8/30/2001	1350.00/50
P&B8963	1G9BA2213GG411388	2016 CITC CITICAR	9/8/2016	15438.00/4500
0903/7048	GCAJT-1317605	2011 NORTHSTAR GENERATOR	4/4/2011	1027.68/500
LIB7044	1FMCU4K30BKB66344	2011 FORD ESCAPE	04/19/2011	27084.00/5000
HWA5731	1FTWF32P57EA24408	2007 FORD F350	09/08/2006	30907.00/5000
0903/7046	GCAJT-1317635	2011 NORTHSTAR GENERATOR	4/4/2011	1027.68/500
0903/7049	GCAJT-1303073	2011 NORTHSTAR GENERATOR	4/4/2011	1027.68/500

CHECK ONE (1) APPROPRIATE LINE BELOW:

XXXXX APPROVAL TO ADVERTISE FOR BIDS.
_____ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Keith Moriarity Digitally signed by Keith Moriarity Date: 2024.01.22 09:14:12 -05'00'

Signature _____ Date: _____

Print name _____

DEPARTMENT DIRECTOR APPROVAL: Daryl Greenlee Digitally signed by Daryl Greenlee Date: 2024.01.23 14:50:43 -05'00'

CHAMPS Business Asset Detail

Business Asset: BA-0000183 (FORD ESCAPE)
BA-0001797 (PLATE PACKER)
BA-0002468 (2007 FORD F350)
BA-0003209 (NORTHSTAR 5500 GENERATOR)
BA-0003211 (NORTHSTAR 5500 GENERATOR)
BA-0004817 (2016 MOTO ELEC CAR)
BA-0009168 (NORTHSTAR 5500 GENERATOR)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0000183 (FORD ESCAPE)	7044	FORD ESCAPE	FORD	ESCAPE	27,084.00	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00100 - Vehicles	In Service	SUSIE RUBIO	04/19/2011	04/19/2011	TA3568 (old plate)	1FMCU4K30BKB66344	Rockland Property	Vehicles
Monroe County Board of County Commissioners	BA-0001797 (PLATE PACKER)	1659	PLATE PACKER	WACKER	VPG165A	1,350.00	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00385 - Capital Outlay Equipment Tools & Machinery	In Service	KW SHED	08/30/2001	08/30/2001		5268131	Rockland Property	Equipment-Tools & Machinery
Monroe County Board of County Commissioners	BA-0002468 (2007 FORD F350)	5731	2007 FORD F350	FORD	F350	30,907.00	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00100 - Vehicles	In Service	CUDJOE KEY TRANSFER	08/25/2006	08/25/2006	216578 (old plate)	1FTWF32P57EA24408	LK36 Cudjoe Transfer Station	Vehicles
Monroe County Board of County Commissioners	BA-0003209 (NORTHSTAR 5500 GENERATOR)	7046	NORTHSTAR 5500 GENERATOR	NORTHERN	5500	1,027.68	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00385 - Capital Outlay Equipment Tools & Machinery	In Service	IN TRAILERS	04/04/2011	04/04/2011			Rockland Property	Equipment-Tools & Machinery

CHAMPS Business Asset Detail

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0003211 (NORTHSTAR 5500 GENERATOR)	7049	NORTHSTAR 5500 GENERATOR	NORTHERN	5500	1,027.68	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00385 - Capital Outlay Equipment Tools & Machinery	In Service	IN TRAILERS	04/04/2011	04/04/2011			Rockland Property	Equipment-Tools & Machinery
Monroe County Board of County Commissioners	BA-0004817 (2016 MOTO ELEC CAR)	8963	2016 MOTO ELEC CAR	MOTO ELECTRIC	BUBBLE BUDDY	15,438.73	1,769.02	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00100 - Vehicles	In Service	PK GARAGE	09/08/2016	09/08/2016	TE7946 = old	1G9BA2213GG411388	Monroe County Fleet Management	Vehicles
Monroe County Board of County Commissioners	BA-0009168 (NORTHSTAR 5500 GENERATOR)	7048	NORTHSTAR 5500 GENERATOR		NORTHSTAR 5500 GENERATOR	1,027.68	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00102 - Capital Outlay Equipment and Furniture	In Service		04/04/2011	04/04/2011			Rockland Property	Equipment-Tools & Machinery

done

2629

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: MIKE STANEK **, Property Clerk**
Finance Dept., Stop 8

FROM: KEITH MORIARITY

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
ENR9337	1N6BD0CT9JN708753	2018 NISSAN FRONTIER	2/22/2018	16850.00/ 11500
R&B2195	CTLME4801VS008899	1997 CROSLEY TRAILER	10/20/1997	1210.00/100
FAC7596	F5400193	2011 SCAG	6/5/2013	9303.34/ 1000
P&B7193	1TC1200AKBT180333	2011 JOHN DEERE	9/21/2011	10076.11/ 250
P&B9675	403334596	2018 TORO WORKMAN	11/1/2018	7622.71/ 250
0903/1485	4FPUB1421VG020442	1997 PACE TRAILER	5/8/1997	4791.00/ 100

CHECK ONE (1) APPROPRIATE LINE BELOW:

XXXXX APPROVAL TO ADVERTISE FOR BIDS.
_____ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Keith Moriarity Digitally signed by Keith Moriarity Date: 2024.01.22 09:14:24 -05'00'

Signature _____ Date: _____

Print name _____

DEPARTMENT DIRECTOR APPROVAL: Daryl Greenlee Digitally signed by Daryl Greenlee Date: 2024.01.23 14:51:42 -05'00'

CHAMPS Business Asset Detail

Business Asset: BA-0000029 (JOHN DEERE BUNKER W/FIELD RAKE)
BA-0001760 (PACE TRAILER PKS & BCHS)
BA-0001872 (1997 CROSLEY TRAILER)
BA-0003553 (2011 TIGER CAT MOWER)
BA-0005174 (2018 NISSAN FRONTIER KC)
BA-0005488 (2018 TORO WORKMAN GTX)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0000029 (JOHN DEERE BUNKER W/FIELD RAKE)	7193	JOHN DEERE BUNKER W/FIELD RAKE	JOHN DEERE	1200A	9,785.88	0.00	Cost Center: CC_20503 Unincorporated Parks & Beaches Function: Culture & Recreation Fund: F_147 Unincorporated Service District Parks & Recreation	SC_00385 - Capital Outlay Equipment Tools & Machinery	In Service		09/21/2011	09/21/2011		1TC1200AKBT180333	Upper Keys Roads & Bridges	Equipment-Tools & Machinery
Monroe County Board of County Commissioners	BA-0001760 (PACE TRAILER PKS & BCHS)	1485	PACE TRAILER PKS & BCHS	PACE		4,791.00	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00386 - Capital Outlay Equipment Heavy Equipment	In Service	Marathon Garage	05/08/1997	05/08/1997		4FPUB1421VGO20442	10600 Aviation Blvd	Equipment-Heavy Equipment
Monroe County Board of County Commissioners	BA-0001872 (1997 CROSLEY TRAILER)	2195	1997 CROSLEY TRAILER	CROSLEY	4X8 YELLOW TRAILER	1,210.00	0.00	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00100 - Vehicles	In Service	Plantation Key. MTHN W/0940-369	10/20/1997	10/20/1997		CTLME4801VS008899	Public Works Building - Upper Keys	Vehicles
Monroe County Board of County Commissioners	BA-0003553 (2011 TIGER CAT MOWER)	7596	2011 TIGER CAT MOWER	SCAG	MODEL STT52V-27CH	9,303.34	0.00	Cost Center: CC_20501 Facilities Maintenance Function: General Government Fund: F_001 General Fund	SC_00386 - Capital Outlay Equipment Heavy Equipment	In Service		06/05/2013	06/05/2013		F5400193	Monroe County Facilities	Equipment-Heavy Equipment

CHAMPS Business Asset Detail

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0005174 (2018 NISSAN FRONTIER KC)	9337	2018 NISSAN FRONTIER KC	NISSAN	FRONTIER KC	16,850.00	4,388.02	Cost Center: CC_23501 Fleet Management Service Administration Function: General Government Fund: F_504 Fleet Management Fund	SC_00100 - Vehicles	In Service	Fleet Management - Marathon	02/22/2018	02/22/2018		1N6BDOCT9JN708753	MK18 Marathon Fleet Garage	Vehicles
Monroe County Board of County Commissioners	BA-0005488 (2018 TORO WORKMAN GTX)	9675	2018 TORO WORKMAN GTX	TORO	MODEL 07042 WORKMAN	7,622.71	2,268.66	Cost Center: CC_20503 Unincorporated Parks & Beaches Function: Culture & Recreation Fund: F_147 Unincorporated Service District Parks & Recreation	SC_00385 - Capital Outlay Equipment Tools & Machinery	In Service		11/01/2018	11/01/2018		403334596	LK53 Big Pine Key Community Park	Equipment-Tools & Machinery

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Staneck, **Property Clerk**
Finance Dept., Stop 8

FROM: Bill Morris

DATE: 1/30/2024

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
7767	CN30D5600Q	HP HP A7510 Chassis	2/11/2014	2702.56 / 0.0
8109	CN41D5800X	HP HP A7503 Chassis	7/10/2014	1763 / 0.0
8911	R90KZPF0	Lenovo T560 Laptop	7/27/2016	1396 / 0.0
9037	R90LR5NU	Lenovo T560 Laptop	1/18/2017	1290 / 0.0
9171	CN6BH5S002	HP HPE7503 Chassis	5/22/2017	11097.45 / 0.0
9244	PF0VE58L	Lenovo X1 CARBON Laptop	8/17/2017	2025 / 0.0
9380	R90PY24W	Lenovo T570 Laptop	3/7/2018	1532 / 0.0
9427	R90QAYUR	Lenovo T570 Laptop	4/7/2018	1539 / 0.0

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
XXXX APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Bill Morris Digitally signed by Bill Morris Date: 2024.01.30 16:10:44 -05'00' — Signature — 1/30/2024 — Date:

Bill Morris — Print name

DEPARTMENT DIRECTOR APPROVAL: Alan MacEachern Digitally signed by Alan MacEachern Date: 2024.02.01 17:01:13 -05'00' — Signature — 2/1/2024 — Date:

Alan MacEachern — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0003688 (SWITCH BASE & CHASSIS)
BA-0003996 (HP 7503 CHASSIS FOR SWITCHES)
BA-0004768 (LENOVO THINKPAD T560)
BA-0004886 (LENOVO THINKPAD T560)
BA-0005017 (HPE 7503 FABRIC BUNDLE)
BA-0005087 (THINKPAD X1)
BA-0005217 (LENOVO THINKPAD T570)
BA-0005259 (LENOVO THINK PAD T570)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0003688 (SWITCH BASE & CHASSIS)	7767	SWITCH BASE & CHASSIS	HEWLETT PACKARD		2,702.56	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	GATO	02/11/2014	02/11/2014		CN30D5600Q	Monroe County Information Technology	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0003996 (HP 7503 CHASSIS FOR SWITCHES)	8109	HP 7503 CHASSIS FOR SWITCHES	HP	7503	1,763.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		07/10/2014	07/10/2014		CN41D5800X	Miami Disaster Recovery	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004768 (LENOVO THINKPAD T560)	8911	LENOVO THINKPAD T560	LENOVO	T560	1,396.00	0.00	Cost Center: CC_50500 Planning Department Function: General Government Fund: F_148 Planning, Building, Zoning	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	PLANNING	08/09/2016	08/09/2016		R90KZPF0	Monroe County Planning Department - Mth	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004886 (LENOVO THINKPAD T560)	9037	LENOVO THINKPAD T560	LENOVO	T560	1,290.00	0.00	Cost Center: CC_05002 Technical Services Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	IT - Harvey Gov't Center	01/18/2017	01/18/2017		R90LR5NU	LK12 Harvey Government Center	Equipment-Computer/equipment

CHAMPS Business Asset Detail

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0005017 (HPE 7503 FABRIC BUNDLE)	9171	HPE 7503 FABRIC BUNDLE	HP	7503	11,097.45	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		06/06/2017	06/06/2017			LK12 Harvey Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005087 (THINKPAD X1)	9244	THINKPAD X1	LENOVO	X1	2,025.00	0.00	Cost Center: CC_06030 Purchasing Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	Kimberly Matthews	08/17/2017	08/17/2017		PF0VE58L	Monroe County Health Department	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005217 (LENOVO THINKPAD T570)	9380	LENOVO THINKPAD T570	LENOVO	THINKPAD T570	1,532.00	0.00	Cost Center: CC_52502 Building Department Function: Public Safety Fund: F_180 Building Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	CHRISTINA GOETZMAN	03/07/2018	03/07/2018		R90PY24W	Monroe County Administration	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005259 (LENOVO THINK PAD T570)	9427	LENOVO THINK PAD T570	LENOVO	T570	1,539.00	0.00	Cost Center: CC_50500 Planning Department Function: General Government Fund: F_148 Planning, Building, Zoning	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/24/2018	04/24/2018		R90QAYUR	MK1 Marathon Government Center	Equipment-Computer/equipment

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Staneck **, Property Clerk**
Finance Dept., Stop 8

FROM: Bill Morris

DATE: 1/30/2024

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
9458	R90QAYPW	Lenovo T570 Laptop	4/17/2018	1532 / 0.0
9498	R90QAYLG	Lenovo T570 Laptop	6/1/2018	1532 / 0.0
9546	PF0VDEPT	Lenovo P51 Laptop	1/10/2018	1799 / 0.0
9729	R90RWM6J	Lenovo T580 Laptop	1/10/2019	1396 / 0.0
9820	R90T4RM4	Lenovo T580 Laptop	2/8/2019	1396 / 69.80
9885	R90TX07E	Lenovo T580 Laptop	4/17/2019	1526 / 93.06
10310	PF26S95Z	Lenovo T590 Laptop	5/6/2020	1444.99 / 457.58
10322	MJOBVO	Lenovo T590 Laptop	5/18/2020	1258.99 / 419.66

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
XXXX APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Bill Morris Digitally signed by Bill Morris Date: 2024.01.30 16:12:24 -05'00' — Signature — 1/30/2024 — Date:

Bill Morris — Print name

DEPARTMENT DIRECTOR APPROVAL: Alan MacEachern Digitally signed by Alan MacEachern Date: 2024.02.01 17:00:31 -05'00' — Signature — 2/1/2024 — Date:

Alan MacEachern — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0000435 (TOPSELLER THINKPAD P51)
BA-0001504 (LENOVO THINKPAD T590)
BA-0001515 (LENOVO THINKPAD T590)
BA-0005289 (THINKPAD T570)
BA-0005313 (LENOVO THINKPAD)
BA-0005360 (TOPSELLER THINKPAD P51)
BA-0005542 (LENOVO T580 TOPSELLER)
BA-0005633 (LENOVO THINK PAD T580)
BA-0005697 (LENOVO TOPSELLER THINKPAD)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0000435 (TOPSELLER THINKPAD P51)	9546	TOPSELLER THINKPAD P51	LENOVO	THINKPAD P51 I7	1,799.00	0.00	Cost Center: CC_30500 Countywide Solid Waste Projects Function: Physical Environment Fund: F_133 Impact Fees Solid Waste	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	BRYAN DAVISSON	01/10/2018	01/10/2018		PF0VDEPT	MK1 Marathon Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0001504 (LENOVO THINKPAD T590)	10310	LENOVO THINKPAD T590	LENOVO	THINKPAD T590	1,444.99	457.58	Cost Center: CC_22001 County Engineer General Function: Transportation Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	TINA LOSACCO	05/06/2020	05/06/2020		PF26S95Z	MK18 Marathon Fleet Garage	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0001515 (LENOVO THINKPAD T590)	10322	LENOVO THINKPAD T590	LENOVO	THINKPAD T590	1,258.99	419.66	Cost Center: CC_12000 Fire & Rescue Coordinator Function: Public Safety Fund: F_148 Planning, Building, Zoning	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	ZULLY HEMEYER	05/18/2020	05/18/2020		MJOBVO	Monroe County Fire & Rescue Office	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005289 (THINKPAD T570)	9458	THINKPAD T570	LENOVO	T570	1,532.00	0.00	Cost Center: CC_52002 Environmental Restoration Function: Physical Environment Fund: F_160 Environmental Restoration	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/17/2018	04/17/2018		R90QAYPW	MK1 Marathon Government Center	Equipment-Computer/equipment

9546 - OK. Has to do w/ conversion to Workday

CHAMPS Business Asset Detail

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0005313 (LENOVO THINKPAD)	9498	LENOVO THINKPAD	LENOVO	T570 THINKPAD	1,532.00	0.00	Cost Center: CC_06500 Personnel Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	Kelly Cummings	06/18/2018	06/18/2018		R90QAYLG	MK1 Marathon Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005360 (TOPSELLER THINKPAD P51)	9546	TOPSELLER THINKPAD P51	LENOVO	THINKPAD P51 I7	0.00	0.00	Function: Physical Environment Fund: F_503 Risk Management Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	Removed	BRYAN DAVISSON	01/10/2018	01/10/2018		PF0VDEPT		Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005542 (LENOVO T580 TOPSELLER)	9729	LENOVO T580 TOPSELLER	LENOVO	T580 TOUCH TOPSELLER	1,396.00	69.80	Cost Center: CC_22002 County Engineer Roads & Bridges Function: Transportation Fund: F_102 Road & Bridge Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	CLARK BRIGGS	01/10/2019	01/10/2019		R90RWM6J	Monroe County Health Department	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005633 (LENOVO THINK PAD T580)	9820	LENOVO THINK PAD T580	LENOVO	T580	1,396.00	93.06	Cost Center: CC_60500 Code Enforcement Function: Public Safety Fund: F_148 Planning, Building, Zoning	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		02/08/2019	02/08/2019		R90T4RM4	Monroe County Fire & Rescue Office	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0005697 (LENOVO TOPSELLER THINKPAD)	9835	LENOVO TOPSELLER THINKPAD	LENOVO	TOPSELLER THINKPAD	1,526.00	178.03	Cost Center: CC_52502 Building Department Function: Public Safety Fund: F_180 Building Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/17/2019	04/17/2019		R90TX07E	Monroe County Building Department - Mth	Equipment-Computer/equipment

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Staneck **, Property Clerk**
Finance Dept., Stop 8

FROM: Bill Morris

DATE: 1/29/2024

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
10460	PF1C00CJ	Lenovo T590 Laptop	9/30/2020	1319.99 / 527.99
	10460 damaged	beyond reasonable	repair	
	10322 damaged	beyond reasonable	repair	
	10310 damaged	beyond reasonable	repair	

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
XXXX APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY:

Bill Morris Digitally signed by Bill Morris Date: 2024.01.30 16:22:20 -05'00'
Signature

1/29/2024
Date:

Bill Morris
Print name

DEPARTMENT DIRECTOR APPROVAL:

Alan MacEachern Digitally signed by Alan MacEachern Date: 2024.02.01 16:59:51 -05'00'
Signature

2/1/2024
Date:

Alan MacEachern
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0001648 (LENOVO THINKPAD T590)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0001648 (LENOVO THINKPAD T590)	10460	LENOVO THINKPAD T590	LENOVO	THINKPAD T590	1,319.99	527.99	Cost Center: CC_22004 County Engineer Construction Management Function: Transportation Fund: F_304 One Cent Infrastructure Sales Surtax	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	JORDAN SALINGER	09/30/2020	09/30/2020		PF1C00CJ	MK18 Marathon Fleet Garage	Equipment-Computer/equipment

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: M3
2023-2137

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
No

STAFF CONTACT: Aneta Jodkowska

AGENDA ITEM WORDING:

Approval of Tourist Development Council expenses for the month of January 2024.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:
The Board approves these expenditures each month.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

TDCJAN24 AJ.pdf

FINANCIAL IMPACT:

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF JANUARY 2024

VENDOR	DESCRIPTION	AMOUNT
ADVERTISING		
TINSLEY ADVERTISING	DAC 1 ADVERTISING	$15,152.00
TINSLEY ADVERTISING	DAC 2 ADVERTISING	$194,567.67
TINSLEY ADVERTISING	DAC 3 ADVERTISING	$288,616.72
TINSLEY ADVERTISING	DAC 4 ADVERTISING	$159,021.26
TINSLEY ADVERTISING	DAC 5 ADVERTISING	$376,343.85
TINSLEY ADVERTISING	CULTURAL UMBRELLA	$57,932.94
TINSLEY ADVERTISING	DIVE UMBRELLA	$171,851.23
TINSLEY ADVERTISING	FISHING UMBRELLA	$21,901.36
TINSLEY ADVERTISING	GENERAL ADVERTISING	$667,582.18
		$1,952,969.21
BRICKS & MORTAR PROJECTS		
A Able Locksmiths Inc	41728 A Able Locksmith Harry Harris Crew Rc	$150.00
Barracuda Builders Of Key West Inc	Total: $45,987.97Retainage: $2,294.40Paym	$45,987.97
Beach Raker LLC	Higgs Beach Cleaning-BOCC Approved Bid A	$15,714.86
Deck & Docks of Cape Coral, LLC	809750 Decks and Docks Harry Harris Bumpe	$128.96
Islamorada Village Of Islands	Interlocal Agreement for Beach Cleaning and	$31,403.10
Keys Supply Of Key Largo, Inc	CEN688364 Keys Supply Harry Harris Urinal r	$14.22
KUBI Custom Metals	120723.2 Kubi W Martello Gate Repair TDC	$400.00
Manley Deboer Lumber Co	2401126899 Manley W Martello Wood Fence	$66.30
Manley Deboer Lumber Co	2401128966 Manley Repair W Martello TDC	$132.60
Manley Deboer Lumber Co	2401128907 Manley W Martello Fence Repai	$165.75
National Marine Sanctuary Foundation	National Marine Sanctuary Anchor Installation	$34,303.43
Strunk Ace Hardware Inc	873161 Strunk Plumbing Higgs Restrooms TD	$17.48
Strunk Ace Hardware Inc	882953 Strunk Higgs Block Off Damaged Sea	$35.87
Strunk Ace Hardware Inc	883582 Strunk Higgs Repair Shower TDC	$16.67
Strunk Ace Hardware Inc	883571 Strunk Higgs Lock to Close Pavilion T	$45.57
Strunk Ace Hardware Inc	883571 Strunk Higgs Lock to Close Pavilion	$19.14
Strunk Ace Hardware Inc	884358 Strunk W Martello Supplies	$17.58
Strunk Ace Hardware Inc	884022 Strunk Higgs Beach Repair Fence TD	$119.99
Strunk Ace Hardware Inc	884163 Strunk W Martello Fence Repair TDC	$7.78
Strunk Ace Hardware Inc	883943 Strunk Higgs Beach Anchor Porta Pot	$176.98
Strunk Ace Hardware Inc	885661 Strunk W Martello Door Repair	$40.90
The Home Depot Commercial Credit -	Galv pipe straps P&B/TDC Higgs Beach	$6.25
The Home Depot Commercial Credit -	Tapcon drill bits P&B/TDC Higgs Beach	$30.93
The Home Depot Commercial Credit -	brown bldrs paper; handheld sprayer; ground	$60.92
The Home Depot Commercial Credit -	Rebar P&B/TDC W Martello Towers	$49.60
Tower Pest Control Inc.	Pest Control Services provided to the LowerK	$257.50
		$129,370.35

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF JANUARY 2024

EVENTS

Christa Hunt/Key West Burlesque	Keys Concerts by Candlelight and Cabaret 20	$2,250.00
Cooke Communications LLC dba Two	Key West Film Festival 2023	$1,380.33
Cooke Communications LLC dba Two	Christopher Peterson's EYECONS 2024	$1,921.67
Cooke Communications LLC dba Two	Key West Headdress Ball 2023	$4,958.36
Cooke Communications LLC dba Two	Presidential Families Weekend in February 20	$1,083.33
Cooke Communications LLC dba Two	26th Annual Key West Half Marathon & Runfe	$10,629.92
Fl Keys Community Concert Band Inc.	Pops in the Park 2024	$4,560.60
Florida Keys Media, LLC	Mel Fisher Maritime Museum 2024	$1,000.00
Florida Keys Media, LLC	Fantasy Fest 2023 Destination	$846.00
Friends Of The Pool Inc	Swim for Alligator Lighthouse 2023	$40,000.00
HNO Productions	Key Largo Bridge Run 2023	$11,160.99
Key West and Lower Keys Fishing Gui	Sugarloaf Showdown 2024	$9,805.40
Key West Film Festival Inc	Key West Film Festival 2023	$3,000.00
Key West Players, Inc.	Waterfront Playhouse 85th Season 2024	$5,355.82
Key West Sunrise Rotary Club	Key West Brewfest 2023	$7,205.78
Key West Tourist Development Assoc	Fantasy Fest 2023 Destination	$5,582.00
Keys Media Co Inc/Dba Wkyz Radio S	Mel Fisher Maritime Museum 2024	$1,125.00
Keys Media Co Inc/Dba Wkyz Radio S	Key West Film Festival 2023	$960.00
Paradise Publishers Inc dba Destinatic	Mel Fisher Maritime Museum 2024	$2,400.00
Steven Ronald Crane	Key West Burlesque 2024	$1,500.00
The Marathon Weekly	Key Largo Bridge Run 2023	$4,000.00
Underwood Martell Inc. dba Tinsley Ac	Key West Holiday Fest 2023	$6,000.00
Underwood Martell Inc. dba Tinsley Ac	Mel Fisher Maritime Museum 2024	$500.00
Wonder Studios Key West LLC	Fantasy Fest 2023 Destination	$4,708.00
		$131,933.20

OFFICE SUPPLIES & OPER COSTS

APG-East LLC Dba Key West Citizen,	DAC IV Tourist Related Business Representa	$3,690.45
Barack Pensions LLC	Annual Service January 01, 2023 - December	$1,640.00
C.B. Schmitt Real Estate Co. Inc.	One Year Office Lease FY2024 Invoice 1782 J	$9,550.00
Diversified Services Of Key West In	Monthly Janitorial Services FY2024 Invoice 10	$600.00
DS Waters Of America Inc DBA	Service Date 12 20 2023	$68.93
Federal Express Corp	Shipping	$1,977.76
Local Awards & Engraving	Name Plate Holly Merrill Raschein	$18.00
Maguire Insurance Agency Inc dba Ph	Invoice 2006477450 Policy PHSD1837242 Ex	$6,500.36
Monroe Council Of The Arts Corporati	Monroe Council of the Arts dba Florida Keys C	$10,429.33
Monroe County Clerk Of Court	Billing for FY2024 for the reimbursement of ex	$24,000.00
ODP Business Solutions, LLC	USB Flash Drives	$1,077.85
Orkin Pest Control, Inc.	Service Date 1/4/2024	$86.99
Pitney Bowes Bank Inc. Reserve Acco	Replenish Postage Meter 7H00-6099238	$900.00
Stephen A Estes Dba/ News Barometc	Opening DAC IV Tourist Related Representat	$555.75
The Weekly Newspapers Inc	DAC II At Large Notice 1/4/2024	$525.00
Toomey's Mardi Gras	FedEx Charge for Shipping Ordered Items for	$55.59
Xerox Corporation	SER # EFQ-273793	$325.93
Lynda Stuart	State of Florida Division of Corporations annu	$61.25
		$62,063.19

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF JANUARY 2024

PUBLIC RELATIONS

STUART NEWMAN ASSOCIATES	PR GENERAL PROMO	$119,127.29
STUART NEWMAN ASSOCIATES	GENERIC FISHING PRODUCTION	$0.00
STUART NEWMAN ASSOCIATES	PR EXPNS ENT/TRAVEL	$10,469.50
STUART NEWMAN ASSOCIATES	PROFESSIONAL SERVICES	$94,890.66
STUART NEWMAN ASSOCIATES	STRINGER FEES	$7,646.66
		$232,134.11

PERSONNEL SERVICES

3406 NORTH ROOSEVELT BLVD	MARKET RESEARCH	$0.00
3406 NORTH ROOSEVELT BLVD	FILM LIASON	$0.00
3406 NORTH ROOSEVELT BLVD	PROMO STAFFING	$0.00
3406 NORTH ROOSEVELT BLVD	ADMIN SVC	$155,647.21
		$155,647.21

SALES & MARKETING

AGS Exposition Services Inc	Visit Florida Florida Huddle & Florida Encount	$750.60
Axis Travel Marketing Ltd	Sponsorship and Registration for Jetset Tour	$3,331.64
Axis Travel Marketing Ltd	Retainer Fees for UK and Germany Office FY	$9,000.00
Cooke Communications LLC dba Two	DAC IV Web Cams One Year FY2024 Invoice	$1,233.33
Cooke Communications LLC dba Two	DAC IV Web Cams One Year FY2024 Invoice	$500.00
Cooke Communications LLC dba Two	DAC II Web Cams One Year FY2024 Invoice 4	$500.00
Cooke Communications LLC dba Two	DAC I Web Cam One Year FY2024 Invoice 46	$1,233.33
Cooke Communications LLC dba Two	DAC III Web Cams One Year FY2024 Invoice	$1,233.33
Cooke Communications LLC dba Two	Unlimited Bandwidth One Year FY2024 Invoice	$2,916.66
Cooke Communications LLC dba Two	DAC II Web Cams One Year FY2024 Invoice 4	$1,233.33
Cooke Communications LLC dba Two	DAC V Web Cams One Year FY2024 Invoice 4	$250.00
Cooke Communications LLC dba Two	DAC V Web Cams One Year FY2024 Invoice 4	$500.00
Cooke Communications LLC dba Two	DAC V Web Cams One Year FY2024 Invoice 4	$1,250.00
Cooke Communications LLC dba Two	RootRez Online Reservation Services 2023 In	$10,000.00
Curiosity Works Inc DBA Expo Event S	Booth Related Expenses for Travel and Adver	$5,391.98
Curiosity Works Inc DBA Expo Event S	Atlanta Travel & Adventure Show March 9 - 1(	$4,733.25
Diving Equipment & Marketing Assoc	DEMA Dues 2024 Silver Membership DEMA	$200.00
Florida Assoc Of Destination	Destination Marketing Summit Registration - 1	$295.00
Get It Across	Registration DIAMIR between October 2023 a	$2,520.40
Get It Across	Registration for VUSA Seminar January 2024	$3,360.00
Get It Across	FVW Meine Reise Podcast Recording Travel	$130.78
Get It Across	FVW Meine Reise Podcast Recording T&E N(	$4,667.62
Get It Across	Storage and Fulfillment to VUSA Seminar Aus	$538.06
Rockport Analytics LLC	Monroe County VPS Services FY2024 January	$9,187.50
Slamdance Group	Miami Filmmaker Lounge & Rental Costs Jan	$11,752.00
Tom Whitman Presents Inc	Elevation 2024 - Event Sponsorship Fee for th	$7,500.00
Turning Point Event Production Partne	Audio Visual Services	$1,650.00
Visit Florida	Remaining balance for 300X148 Booth Space	$19,400.00
Visit USA Committee / France	Membership 2024 - Boarding Pass	$1,123.00
		$106,381.81

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF JANUARY 2024

TELEPHONE & UTILITIES

AT&T		$6,534.43
Comcast		$364.85
Florida Keys Aqueduct Authority		$21.09
Florida Keys Aqueduct Authority FKAA		$139.44
Florida Keys Electric Coop Inc		$0.00
Keys Energy Services		$913.57
Keys Sanitary Service		$1,617.27
Waste Management Inc		$750.00
Waste Management Inc Of Florida		$4,594.25
		$0.00
		$181.90
		$15,116.80

TRAVEL

Jack Meier	IPEC Show January 20-24 2024	$1,512.27
Jack Meier	T&A ORD Travel Show Jan11-15 2024 Chica	$1,663.70
Jack Meier	Business Guild Luncheon January 3 2024	$35.00
Markham McGill	Brand USA Travel Week Oct 13-20 London	$3,013.21
Pony Charvet	Business Guild Luncheon January 3 2024	$35.00
Pony Charvet	Chicago Travel & Adventure Show Jan13-14	$1,735.21
Sabine Pons-Chilton	U-Verse Reimb Jan 2024	$90.95
Sabine Pons-Chilton	Key West Chamber luncheon Jan 16 2024	$30.00
Yves Vrielynck	Denver Travel & Adventure Show Jan18-22	$2,414.20
Yves Vrielynck	TDC Sales meeting	$131.32
Yves Vrielynck	U-Verse Reimb Jan 2024	$90.95
		$10,751.81

VISITOR INFORMATION SERVICES

Greater Key West Chamber Of Comm	Visitor Information Services	$29,204.08
Key Largo Chamber Of Commerce	Visitor Information Services	$13,046.25
Greater Marathon Chamber Of Comm	Visitor Information Services	$14,700.00
Lower Keys Chamber Of Commerce	Visitor Information Services	$8,379.00
Key West Business Guild	Visitor Information Services	$4,593.75
Islamorada Chamber Of Commerce	Visitor Information Services	$13,781.25
Jdo Insights Inc Dba Insights Inc	Visitor Information Services	$0.00
		$83,704.33
		$2,880,072.02

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: M4
2023-2138

BULK ITEM: Yes **DEPARTMENT:** Clerk

TIME APPROXIMATE: **STAFF CONTACT:** Aneta Jodkowska

AGENDA ITEM WORDING:

Approval of BOCC Warrants (Including Payroll) for the month of January 2024.

ITEM BACKGROUND:

BOCC Warrants Issued for January 2024 by Fund (includes TDC, Payroll, Grants, Electronic Transfers)

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Approval as submitted.

DOCUMENTATION:

Copy of JAN24 WARRANT REGISTER.pdf

FINANCIAL IMPACT:

Monroe County Board of County Commissioners

WARRANTS BOCC 10129107-10130342 (AP);
30000-30077 (WC)
NO (PR CHECKS); All Payroll Direct Deposited To Employee's Bank Accounts

FUND	FUND TITLE	AMOUNT
F_001	General Fund	5,322,313.44
F_101	Fine & Forfeiture	11,219,809.11
F_102	Road/Bridges	440,401.39
F_115	Tourist Development Council-Two Penny	728,922.06
F_116	TDC - Admin Promo 2 Cent	1,076,807.39
F_117	TDC - District 1 Third Cent	1,619,564.72
F_118	TDC - District 2 Third Cent	214,420.94
F_119	TDC - District 3 Third Cent	337,315.77
F_120	TDC - District 4 Third Cent	204,992.76
F_121	TDC - District 5 Third Cent	406,462.17
F_125	Grant Fund	1,392,664.03
F_141	Fire/Ambulance	974,873.06
F_147	Unincorporated Service	313,283.45
F_148	Planning Building	759,493.65
F_149	Municipal Policing	1,597,190.84
F_150	E911 Enhancement Fund	72,605.79
F_152	Duck Key Security	8,771.57
F_153	Local Housing Assistance	43,568.53
F_157	Boating Improvement Fund	17,676.30
F_158	Miscellaneous Special Revenue Fund	120,590.09
F_160	Environmental Restoration	19,006.65
F_162	Law Enforcement Trust-600	7,000.00
F_163	Court Facilities	24,061.51
F_177	Canal #266 MSBU	415.09
F_180	Building Funds	384,809.50
F_304	1 Cent Infrastructure	1,033,837.17
F_316	Land Acquisition	106,513.00
F_401	Card Sound Bridge	266,570.79
F_403	Marathon Airport	2,317,523.73
F_404	Key West Int'l Airport	2,401,094.20
F_405	Key West International Airport Series 2022 Revenue Bonds	2,718,901.63
F_414	MSD Solid Waste	1,921,719.93
F_501	Workers' Compensation	94,494.71
F_502	Group Insurance Fund	1,012,584.04
F_503	Risk Management Fund	69,567.88
F_504	Fleet Management Fund	326,532.23
F_610	Fire/EMS LOSAP Trust Fund	3,015.00
		39,579,374.12

N1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N1
2023-2147

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: County Administrator's Monthly Report for February 2024.

ITEM BACKGROUND:
n/a

PREVIOUS RELEVANT BOCC ACTION:
n/a

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: n/a

DOCUMENTATION:

CAD 1 Monthly Report.pdf

FINANCIAL IMPACT:
n/a

M E M O R A N D U M
Office of the County Administrator

TO: Board of County Commissioners

FROM: Roman Gastesi
County Administrator

DATE: February 6, 2024

SUBJECT: Monthly Activity Report for February 2024

MONTHLY ACTIVITY REPORT – February 2024

Key West International Airport

9-10	Airport Finance Team Meeting
11	Meeting at NAS Key West with Base Commander to discuss Class C Airspace
16-18	Aviation Risk Management Conference
19	Tony Janus Annual Retreat
22-23	FAA ADO Meeting
25	Concourse A Design Team Meeting
31-Feb 2	FAA Part 139 Certification of Airports Annual Inspection
	Florida Keys Marathon International Airport
15	NTP Terminal Chiller Replacement
22-31	Phase 1 – Tree Clearing for Runway Relocation
29-31	FAA Part 139 Certification of Airports Annual Inspection

Extension Services:
Number of services provided: 35 phone calls, 105 emails, 28 one on one consults, 12 office visits/visits to clients, 28 learning events with 351 participants, 9 media submissions, and 158 publications distributed. Total Budget for FY 23/24: $286,482; Year to Date Expenditures and Encumbrances: $145,289; Remaining Balance: $141,193; Percentage of budget spent and/or encumbered year-to-date: 50.7%

The County Extension Director/Family & Community Development Agent accomplished the following activities:

- Alicia and intern Victoria are working with communities designated by FEMA Community Disaster Redevelopment Zones (CDRZ) to show them how to access technical assistance and funding specifically for them. They are working with 13 CDRZ communities in South East Florida under the Climate Navigators project.

- Alicia is continuing work on the Climate Pollution Reduction Grant and the advisory team has identified projects that will be drafted into the Priority Action Plan. This plan will be completed in March 2024. The identified projects include high-priority, near-term emissions reductions.
- Alicia presented Preparing for Climate Change; Steps, Strategies, and Methods to 42 nationally recognized Extension specialists, researchers, and agents. This workshop was in preparation for developing a Cooperative Extension Climate Framework in February.
- Alicia spoke on the radio about easy New Year's resolutions.

The Florida Sea Grant Marine Extension Agent accomplished the following activities:

- Shelly presented to over 115 attendees on Florida Keys Water Watch Sponge Restoration Aquaculture at the Florida Sea Grant Symposium. University of Florida leadership was well represented, researchers, students, and faculty at this biannual event in Gainesville.
- Shelly is a technical advisor for the Florida Department of Environmental Protection Biscayne Bay Aquatic Preserve sponge advisory board. They held their inaugural meeting to start planning an EPA-grant funded pilot project to restore sponges in the Bay. Shelly and the FWC were on hand to help with technical considerations on the new methods they are considering and the sponge species to choose.
- Shelly assisted Dr. Steven Scyphers' group from the University of South Alabama reach relevant stakeholder groups for interviews at Key West City Hall and other locations related to a NOAA Adaptations Sciences Program grant. The objectives are to research end-users involved in conservation, community planning, and climate adaptation. The group of 6 were in Monroe County for a week to talk to residents and resource managers to understand stakeholder attitudes regarding the benefits, consequences, and trade-offs of coastal flood protection decisions across diverse social and environmental contexts.
- The South Atlantic Fishery Management Council communication staff were in Key West where they were scanning historic fishing photos at the Florida Keys Seafood Festival. People interested in having their photos scanned can contact our office. If you are interested in looking at Monroe County historical photos, the Florida Keys History Center has an amazing repository online at https://www.flickr.com/search/?user_id=97623182%40N00&view_all=1&text=fishing. Many thanks to Dr. Corey Malcom for providing these resources!

The Environmental Horticulture Extension Agent accomplished the following activities:

- In January, Maria Quirico engaged in various community engagement and education activities. Highlights include the radio interview on US 1 Radio, the plant walk with Master Gardeners, and attending meetings to enhance personal and team effectiveness. Moreover, on January 18th, Maria had a meeting with the Montessori school and the Key West Tropical Forest and Botanical Garden to organize the native plant labeling of the Key West City Hall gardens, further strengthening collaborations and initiatives aimed at promoting native plant species and environmental awareness within the local community. Additionally, Maria visited plant clinics to offer support and guidance, underscoring her commitment to horticultural education and outreach. Participation in events like the Master Gardeners gathering and the Native Plant Day further solidifies Maria's dedication to promoting sustainable gardening practices and environmental stewardship within the community.

VETERANS AFFAIRS

CLIENT STATISTICAL DATA

Monthly Report

1/1-1/31/2024

CLIENTS ASSISTED

VA Phone Calls	452
Client Data	1,994
New Clients	94
Field Visits	2
Compensation and Pension Filings	46
Flag Presentation	3
Homeless Veterans Assisted	1
Community Involvement	538
Board of Veterans Appeals Hearings	5
Marathon Mobile Office	5
Major Community Event	WWP Soldier Ride, Flag Rasiing Ceremony at Venture Out, Korean War, WWII, Vietnam War Veteran 100th Birthday Celebration.

VETERANS TRANSPORTATION PROGRAM

Transportation Calls	113
Veterans Transported	40

FINANCIAL AWARD DATA

Retroactive Payments	$	598,790.73
Reoccuring Annual Payments	$	541,161.84

The financial data captured monthly will vary due to the Veterans Administration's variable time frame in adjudicating awards.
For any further information regarding this report, please contact Cathy Crane, Director of Veterans Affairs @ ext. 5156

County of Monroe
The Florida Keys

Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050
Phone (305) 289-6005

Monthly Activity Report – January 2024

Fire Rescue

- Conducted a walkthrough of the Long Key Bridge Rescue Plan for work being performed on the water line under the bridge with the Florida Keys Aqueduct Authority.
- Participated in Securing the Cities (STC) Miami Region Tabletop Exercise related to Preventative Radiological/Nuclear Detection concept operations with Miami-Dade County, Broward County and Palm Beach County fire rescue and police departments.
- Crew members from Station 11 participated in the Keys to Be the Change Reading Program at the Sugarloaf Elementary School, on Sugarloaf Key.
- Crew members from Station 13 participated in the Big Pine Athletic Association Opening Day at the Big Pine Community Park.
- Crewmembers from Station 13 provided a tour and presentation of the facility and apparatus to the iStroll 7-Mile group from the neighboring community.
- Crew members from Station 13 made a presentation to the attendees of the Parks & Beaches Winter Camp at the Big Pine Community Park.
- Crew members from Station 13 attended the Reading event at the Big Pine Library with the Big Pine Boys & Girls Club.
- Crew members from Station 22 provided medical support for those attending the Wounded Warrior Ride, which started at the Key Largo VFW Post 10211 to the Veterans Memorial Beach on the South end of the Seven Mile Bridge.

Trauma Star / EMS

- Conducted Quality Assurance meetings with Lower Keys Medical Center and Baptist Health, including Fisherman's and Mariners hospitals.
- Quality Assurance/Quality Management team reviewed 100% of patient care reports, to include clerical errors, paramedic follow up and feedback to improve and enhance patient care documentation.
- Two (2) Paramedics completed MCFR's comprehensive Paramedic Preceptor Program.
- Completed application for EMS state grant funding with the Department of Health to enhance Emergency Medical Services for our residents and visitors.
- Attended the Keys Health Ready Coalition meeting. KHRC serves as a multi-agency coordination group that focuses on health-related emergency preparedness that strengthens the health system's ability to respond to emergencies and disasters in Monroe County.
- Conducted a meeting with Baptist Stroke Program coordinators to expand MCFR's feedback data on stroke patient outcomes. These outcomes will meet the QA team's strategic goal to improve patient care and delivery by providing patient outcomes to the Crew members that initiated the care and stroke alert.

- Three (3) personnel attended the quarterly EMS state meetings, the EMS Chief's meeting, Critical Care Committee meetings, and EMS advisory council meetings.
- Conducted Flight team monthly meeting which included Quality Assurance and documentation guidelines/feedback, upcoming training, and communications.
- Taught a First Aid / CPR/ Stop the bleed course to thirty (30) Safety Patrol children at Stanley Switlik Elementary.
- Initiated Licensing process for MCFR to teach American Red Cross training courses, this will expand our American Heart Association training to include Red Cross certifications.
- Participated in University of Miami Gordon Center for Research and Educations Commission on Accreditation for Prehospital Continuing Education
- CAPCE Site review for re-accreditation. CAPCE is an accrediting body charged with the review and accreditation of EMS continuing education (CE) programs.

Key West International Airport / Fire Station 7

- Attended each of the EYW Operations Meetings, Construction Meetings, Airlines Meeting and Airport Tenant Meeting.
- Completed the annual FAA Safety Inspection for EYW airfield, fueling practices, and ARFF (equipment / records / training / personnel).
- Attended Florida Keys Marathon International Airport annual AEP Review and Tabletop Exercise.
- Completed fire extinguisher training for airport fueling personnel.
- Attended the annual EYW SIDA Badge Signatory Training.
- Attended the initial 2025 NAS Airshow Planning Meeting.
- Began daily inspection of wheeled B:C extinguishers at each aircraft gate.

Fire/EMS Training

- Conducted Facility and Live Fire Training, required for firefighters, with Crew members from Stations 22, 18, 11, 10 and 8 participating.
- Continued Field Training Action Plan "TAPS" for consistent training by Company Officers that corresponds with industry standard training drills.
- Provided national standard curriculum classroom and road training course for Emergency Vehicle Operation Certification (EVOC), conducted testing and final sign-off for 17 Fire Rescue Driver Operators.
- Paramedic Preceptor Program completed for two Firefighter, including testing and approval by Medical Director.
- Facilitated a Fire Chemistry Course providing prerequisite credits for firefighters towards Fire Investigator and Fire Safety Inspector II certification, taught by Fire Marshal.
- Facilitated the National Incident Command System (ICS) 300 class conducted by the State's Emergency Management Department in coordination with the County's Emergency Management Department.
- Monroe County Sheriff's Office SWAT held training drills for 10 of their members at the Fire Academy.

Fire Marshal's Office

- Conducted Plans Reviews and Inspections for New Construction and Renovation Permits for the building departments in Ocean Reef, the Upper Keys, Middle Keys, and the Lower Keys.
- Provided annual Fire and Life Safety inspections to commercial properties.
- Conducted Vacation Rental Fire and Life Safety inspections for residential properties.
- Attended the monthly Development Review Committee meeting held by the Planning Department and provided four letters of coordination for new projects.
- Taught the Fire Chemistry Course to firefighters enabling those seeking Fire Investigator and Fire Safety Inspector II certifications to obtain prerequisite credits.

Employee Services- January, 2024

Employee Benefits

1. Distribution of Weekly Benefits Eblasts (5): BOLO for Benefits 2024 PG1 (01/02) BOLO for Benefits 2024 PG2 (01/10), Last Call: BOLO for Benefits 2024 PG1 (01/16), Last Call: BOLO for Benefits 2024 PG2 (01/16), Nationwide February Webinar Series (01/26)
2. Biweekly conference call with benefits consulting team
3. Monthly conference call with Clear Track HR
4. Weekly Employee Benefits Meetings
5. Employee Services Monthly Meeting
6. Phone/Email/In-person support to general benefit questions
7. Phone/in-person support to “near retirement” employees (1)
8. Support for turning 65 members (5)
9. Extensive Rx Support
10. Domestic Partnerships (1)
11. Processing of MN Life Claims (0)
12. Monthly invoices prep & payments
13. Case management review and support
14. Weekly deposits
15. 2024 payroll audit for all entities
16. HSA Account Issues/Resolutions/Status
17. Laserfiche Training
18. Alchemy/Laserfiche Validation
19. Benefits Team Calendar and Annual Planning
20. Audit of MN Supplemental Life invoice
21. MN Supplemental Life payroll changes
22. MN Supplemental Life notice/certificates to members
23. Prep for Lunch & Learn

Employee Benefits Department

	FEB	MAR	APR	MAY	JUN	JUL
NEW HIRES	9	15	17	11	24	7
TERMINATIONS	14	9	7	10	18	19
NEW RETIREES MEDICAL	0	6	4	2	0	1
NEW RETIREES LIFE ONLY	0	2	2	0	0	2
DECEASED # LIFE CLAIMS	2	0	3	0	4	1
OTHER COVERAGE CHANGES	5	10	10	10	9	9
ACCOUNT CHANGES	3	6	7	8	14	21
ACTIVE WITH MEDICAL	1642	1642	1642	1642	1642	1642
ACTIVE NONMEDICAL	120	120	120	120	120	120
RETIREES WITH MEDICAL	278	278	278	278	278	278
RETIREES DVLS ONLY	96	96	96	96	96	96
RETIREES WITH LIFE ONLY	12	12	12	12	12	12
SURVIVING SPOUSE	5	12	12	12	13	13
COBRA	3	4	4	5	5	4
WAIVER OF PREMIUM LIFE INS	0	0	0	0	0	0
	AUG	SEP	OCT	NOV	DEC	**JAN**
NEW HIRES	22	15	13	14	11	**12**
TERMINATIONS	15	16	14	11	6	**9**
NEW RETIREES MEDICAL	0	0	1	0	0	**1**
NEW RETIREES LIFE ONLY	0	0	0	0	0	**1**
DECEASED # LIFE CLAIMS	1	2	1	5	1	**0**
OTHER COVERAGE CHANGES	7	5	10	6	6	**8**
ACCOUNT/TITLE/NAME CHANGES	8	5	3	17	20	**14**
ACTIVE WITH MEDICAL	1642	1196	1642	1177	1186	**1187**
ACTIVE NONMEDICAL	120	122	120	114	116	**118**
RETIREES WITH MEDICAL	278	374	278	177	177	**178**
RETIREES DVLS ONLY	96	210	96	176	175	**176**
RETIREES WITH SUB/LIFE ONLY	12	32	12	104	104	**104**
SURVIVING SPOUSE	13	14	15	14	15	**15**
COBRA	4	4	10	5	3	**2**
WAIVER OF PREMIUM LIFE INS	0	0	0	0	0	**0**

Human Resources

Monthly Report for January, 2024

Sr. HR Administrator Monthly Report for January 2024

- Reviewed salary analysis forms for all departments with above entry new hires
- Processed and assisted employees with FMLA **4 employees processed in January**
- Assisted with Artificial Reef position; screen candidates, interview questions, attend interviews.
- Draft a lease renewal for Employee Housing Program
- Reviewed and discussed Artificial Reef Director candidates
- Prepare for unemployment claim hearing
- Held Personnel Policies and Procedures Manual Committee Meeting
- Attended Internal Investigation Interviews
- Drafted policy for Safety in Private Spaces Act
- Processed Workday transactions for employees
- Provided Salary Increase report
- Provided various records requests
- Attended routine HR meetings to discuss the needs and outstanding tasks of the departments

Recruiting Stats for January 2024:

- For January 2024, the County had **43** open positions for which we received: **188** total applications: **11** internal and **153** external. Of the total applications, **174** were deemed to have met the minimum requirements for the positions to which they applied, **14** did not qualify, and **1** withdrew their application. Of our total applications, **26** are reapplying and **165** are new applicants. A significant amount of firefighter applications this month.

- Of our **43** openings: **18** were closed/filled, **6** positions were re-posted from a previous posting, **11** were new postings, and **32** remained posted.

Turnovers:

We had **4** new hires, **3** temporary hires, and **3** promotions.

- ***We had a total of **_4_** resignations/retirements/terminations and **_0** Deceased for the month of **January 2024**:

Resignations average year to date **0.48** %
Retirements average year to date **0.16** %

Countywide Turnover by Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	5	7	10	6	12	7	3	8	6	8	2	4	78
525	2016	6	4	4	6	7	10	3	4	7	9	9	4	73
533	2017	10	8	10	3	9	4	7	11	7	4	10	3	86
538	2018	10	6	4	6	11	6	6	5	4	7	7	1	73
526	2019	7	5	11	1	4	4	3	12	6	3	5	5	66
551	2020	6	7	6	2	3	8	2	8	12	8	5	2	69
597	2021	4	3	5	4	6	6	5	7	6	10	3	3	62
603	2022	4	5	5	7	4	6	13	4	2	2	6	6	64
615	2023	6	4	5	5	8	12	8	8	8	3	0	4	71
627	2024	*4*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*4*

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
	2015	0.97%	1.36%	1.95%	1.17%	2.34%	1.36%	0.58%	1.56%	1.17%	1.56%	0.39%	0.78%	15.20%
	2016	1.14%	0.76%	0.76%	1.14%	1.33%	1.90%	0.57%	0.76%	1.33%	1.71%	1.71%	0.76%	13.90%
	2017	1.88%	1.50%	1.88%	0.56%	1.69%	0.75%	1.31%	2.06%	1.31%	0.75%	1.88%	0.56%	16.14%
	2018	1.86%	1.12%	0.74%	1.12%	2.04%	1.12%	1.12%	0.93%	0.74%	1.30%	1.30%	0.19%	13.57%
	2019	1.33%	0.95%	2.09%	0.19%	0.76%	0.76%	0.57%	2.28%	1.14%	0.57%	0.95%	0.95%	12.55%
	2020	1.09%	1.27%	1.09%	0.36%	0.54%	1.45%	0.36%	1.45%	2.18%	1.45%	0.91%	0.36%	12.52%
	2021	0.73%	0.54%	0.91%	0.73%	1.09%	1.09%	0.91%	1.27%	1.09%	1.81%	0.54%	0.54%	10.39%
	2022	0.73%	0.91%	0.91%	1.27%	0.73%	1.09%	2.36%	0.73%	0.36%	0.36%	1.09%	1.09%	10.61%
	2023	1.09%	0.73%	0.91%	0.91%	1.45%	2.18%	1.45%	1.45%	1.45%	0.54%	0.00%	0.73%	11.54%
	2024	*0.78%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.64%*

Resignations and Terminations by Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	4	5	9	4	8	5	2	8	4	6	2	4	61
525	2016	4	3	2	5	6	5	3	3	6	7	7	2	53
533	2017	7	5	8	2	5	2	6	9	5	4	7	3	63
538	2018	9	3	3	4	9	8	6	4	3	4	5	1	59
526	2019	6	3	8	1	4	3	3	11	4	2	5	4	54
551	2020	4	6	4	1	2	8	1	6	10	5	3	2	52
597	2021	2	2	3	3	3	5	5	6	5	7	2	2	45
603	2022	3	3	4	7	2	5	9	4	2	1	5	3	48
615	2023	3	3	2	5	8	8	6	8	6	3	0	4	56
627	2024	*3*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*3*

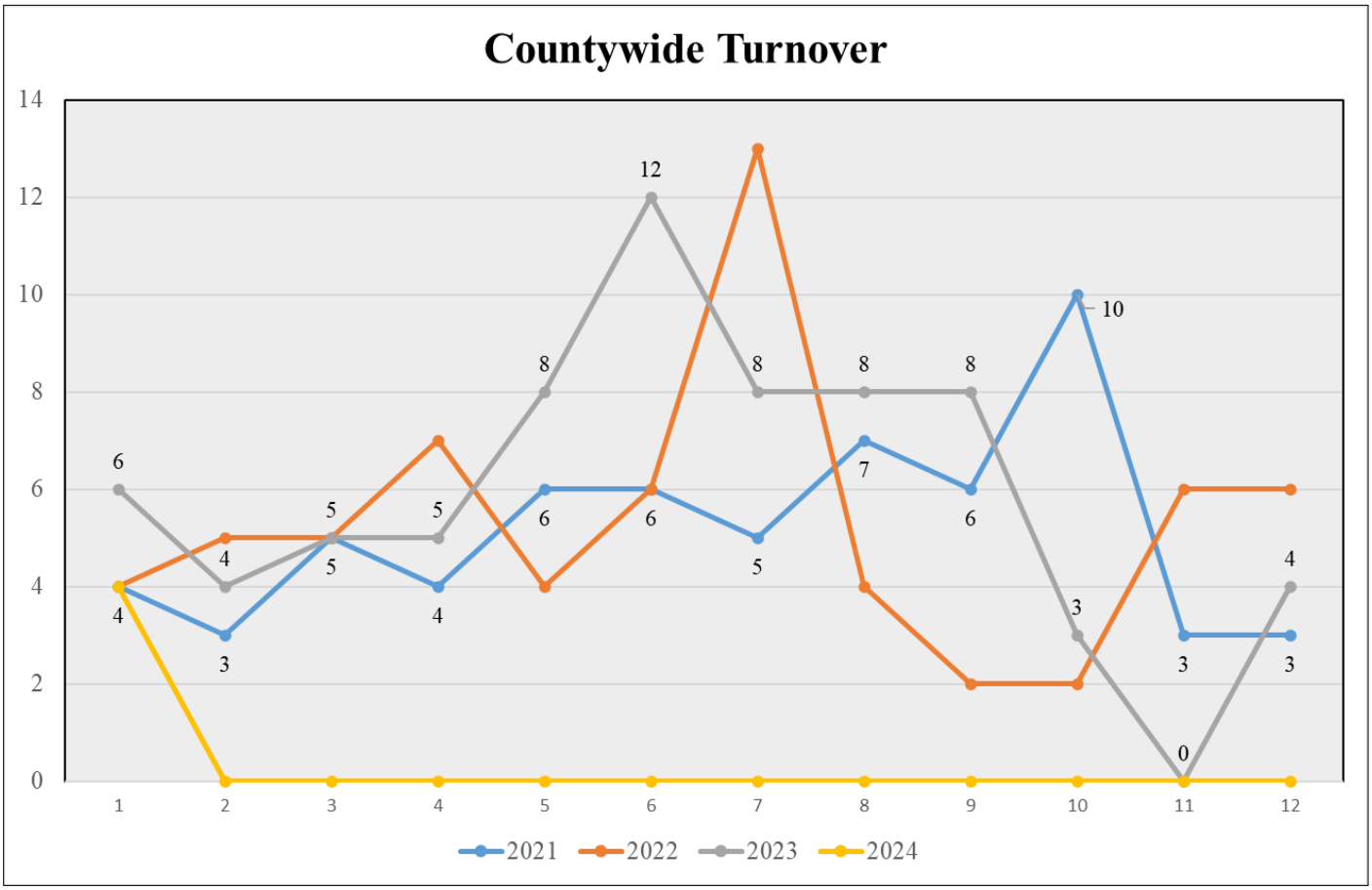
		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
	2015	0.78%	0.97%	1.75%	0.78%	1.56%	0.97%	0.39%	1.56%	0.78%	1.17%	0.39%	0.78%	11.89%
	2016	0.76%	0.57%	0.38%	0.95%	1.14%	0.95%	0.57%	0.57%	1.14%	1.33%	1.33%	0.38%	10.10%
	2017	1.31%	0.94%	1.50%	0.38%	0.94%	0.38%	1.13%	1.69%	0.94%	0.75%	1.31%	0.56%	11.82%
	2018	1.67%	0.56%	0.56%	0.74%	1.67%	1.49%	1.12%	0.74%	0.56%	0.74%	0.93%	0.19%	10.97%
	2019	1.14%	0.57%	1.52%	0.19%	0.76%	0.57%	0.57%	2.09%	0.76%	0.38%	0.95%	0.76%	10.27%
	2020	0.73%	1.09%	0.73%	0.18%	0.36%	1.45%	0.18%	1.09%	1.81%	0.91%	0.91%	0.36%	9.44%
	2021	0.36%	0.36%	0.54%	0.54%	0.54%	0.91%	0.91%	1.09%	0.91%	1.27%	0.54%	0.54%	7.54%
	2022	0.54%	0.54%	0.73%	1.27%	0.36%	0.91%	1.63%	0.73%	0.36%	0.18%	1.09%	1.09%	7.96%
	2023	0.54%	0.54%	0.36%	0.91%	1.45%	1.45%	1.09%	1.45%	1.09%	0.54%	0.00%	0.73%	9.11%
	2024	*0.54%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.48%*

Retirements (and Deaths) By Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	1	2	1	2	4	2	1	0	2	1	0	0	16
525	2016	2	1	2	1	1	5	0	1	1	2	2	2	20
533	2017	3	3	2	1	4	2	1	2	2	0	3	0	23
538	2018	1	3	1	2	2	2	0	1	1	3	2	0	18
526	2019	1	2	3	0	0	1	0	1	2	1	0	1	12
551	2020	2	1	4	1	1	0	1	2	2	3	2	0	19
597	2021	2	1	2	1	3	1	0	1	1	3	1	1	17
603	2022	1	2	1	0	2	1	4	0	2	1	1	3	18
615	2023	1	1	3	0	0	4	2	0	2	0	0	0	13
627	2024	*1*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*1*

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
	2015	0.19%	0.39%	0.19%	0.39%	0.78%	0.39%	0.19%	0.00%	0.39%	0.19%	0.00%	0.00%	3.12%
	2016	0.38%	0.19%	0.38%	0.19%	0.19%	0.95%	0.00%	0.19%	0.19%	0.38%	0.38%	0.38%	3.81%
	2017	0.56%	0.56%	0.38%	0.19%	0.75%	0.38%	0.19%	0.38%	0.38%	0.00%	0.56%	0.00%	4.32%
	2018	0.19%	0.56%	0.19%	0.37%	0.37%	0.37%	0.00%	0.19%	0.19%	0.56%	0.37%	0.00%	3.35%
	2019	0.19%	0.38%	0.57%	0.00%	0.00%	0.19%	0.00%	0.19%	0.38%	0.19%	0.00%	0.19%	2.28%
	2020	0.36%	0.18%	0.73%	0.18%	0.18%	0.00%	0.18%	0.36%	0.36%	0.54%	0.36%	0.00%	3.45%
	2021	0.36%	0.18%	0.36%	0.18%	0.54%	0.00%	0.00%	0.18%	0.18%	0.54%	0.18%	0.00%	2.85%
	2022	0.18%	0.36%	0.18%	0.00%	0.36%	0.00%	0.73%	0.00%	0.36%	0.18%	0.18%	0.00%	2.99%
	2023	0.18%	0.18%	0.54%	0.00%	0.00%	0.73%	0.36%	0.00%	0.36%	0.00%	0.00%	0.00%	2.11%
	2024	*0.18%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.16%*

Human Resources – Turnover Report



Termination Date	Employee	Position	Primary Termination Reason
1/12/2024	Jordan Salinger	Senior Project Manager 3	Personal Matters
1/22/2024	Annmarie Anderson	Library Assistant 1	Retired
1/31/2024	Corey Sellers	Chief of Building Operations	Other Employment
1/31/2024	Frances Cowart	Planning Technician/Vacation Rental Coordinator	Personal Matters

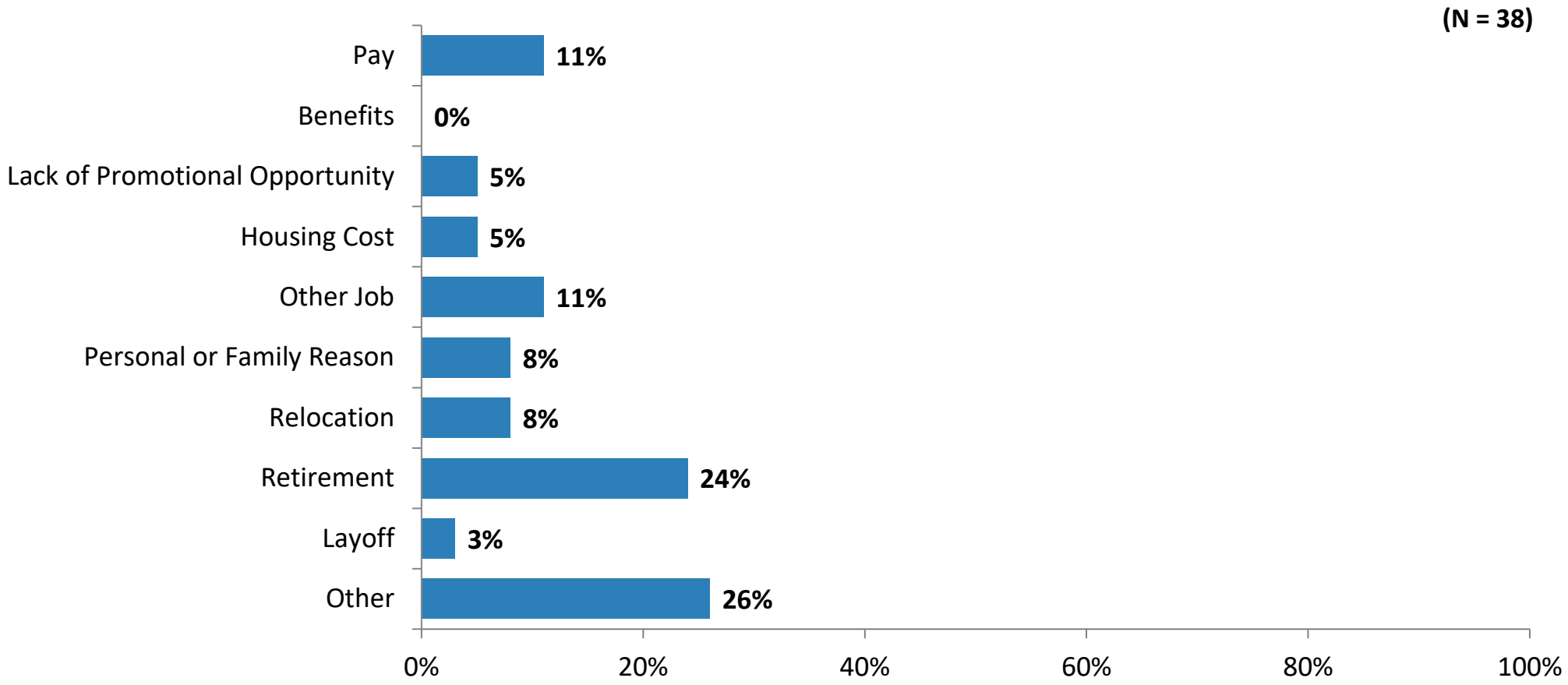
Monroe County BOCC Exit Interview Survey January 2024

Results and Analysis

sogolytics 2659

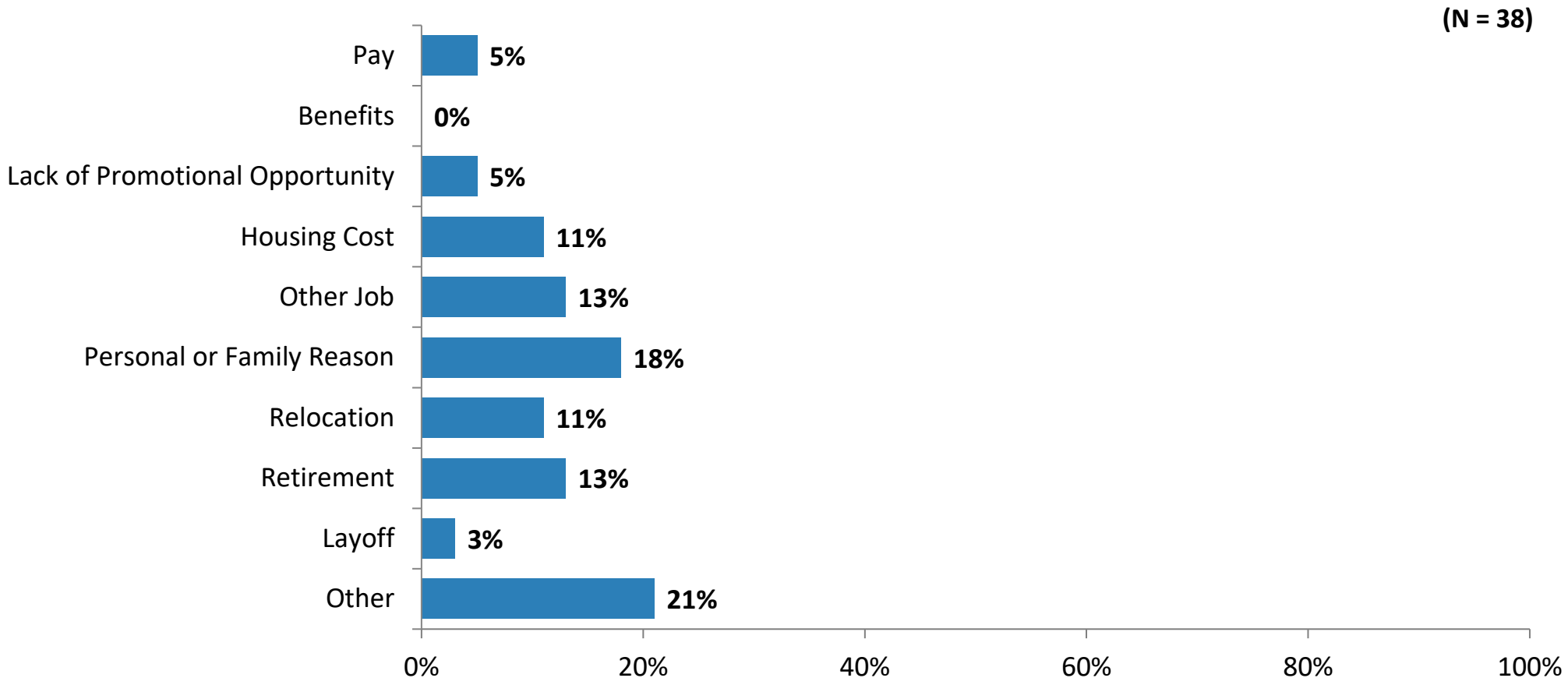
© 2024

What is the primary reason you are leaving employment with Monroe County?



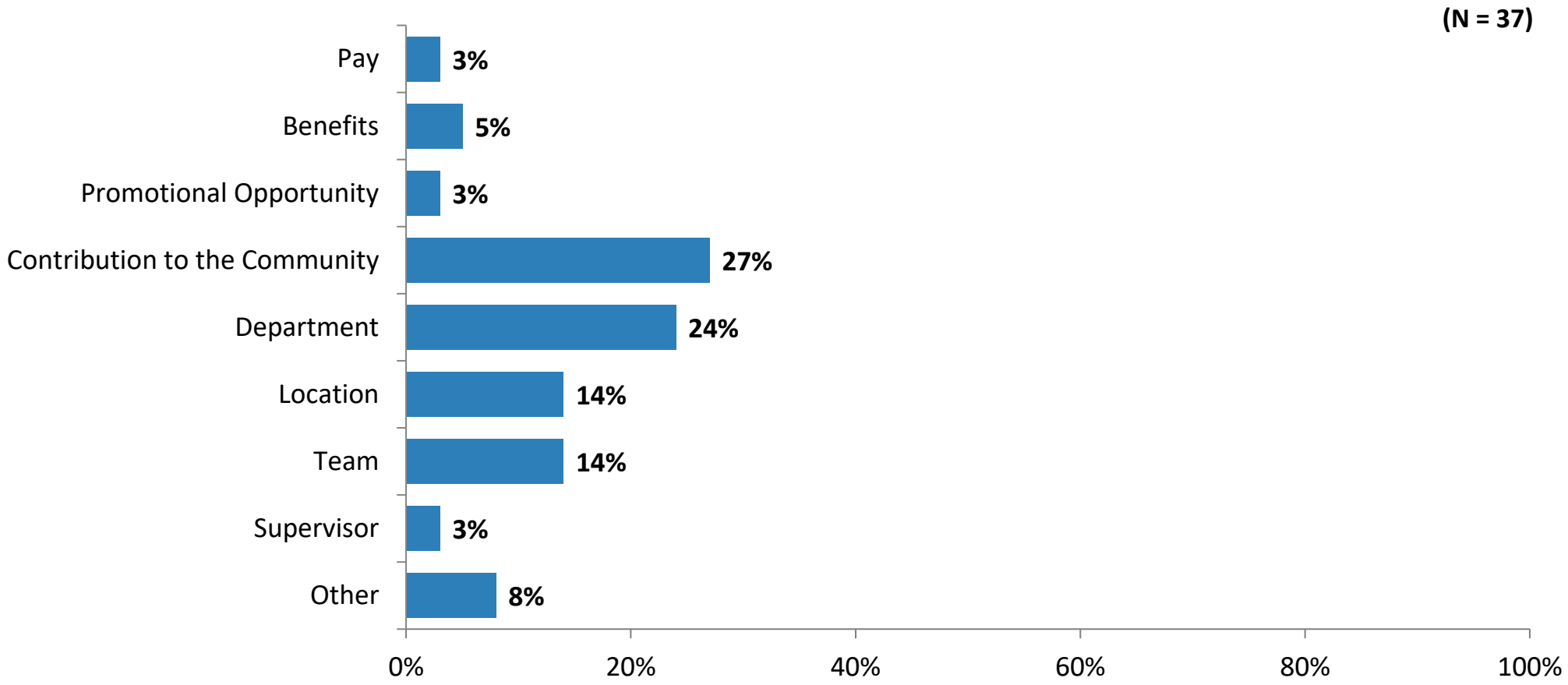
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What is the secondary reason you are leaving employment with Monroe County?



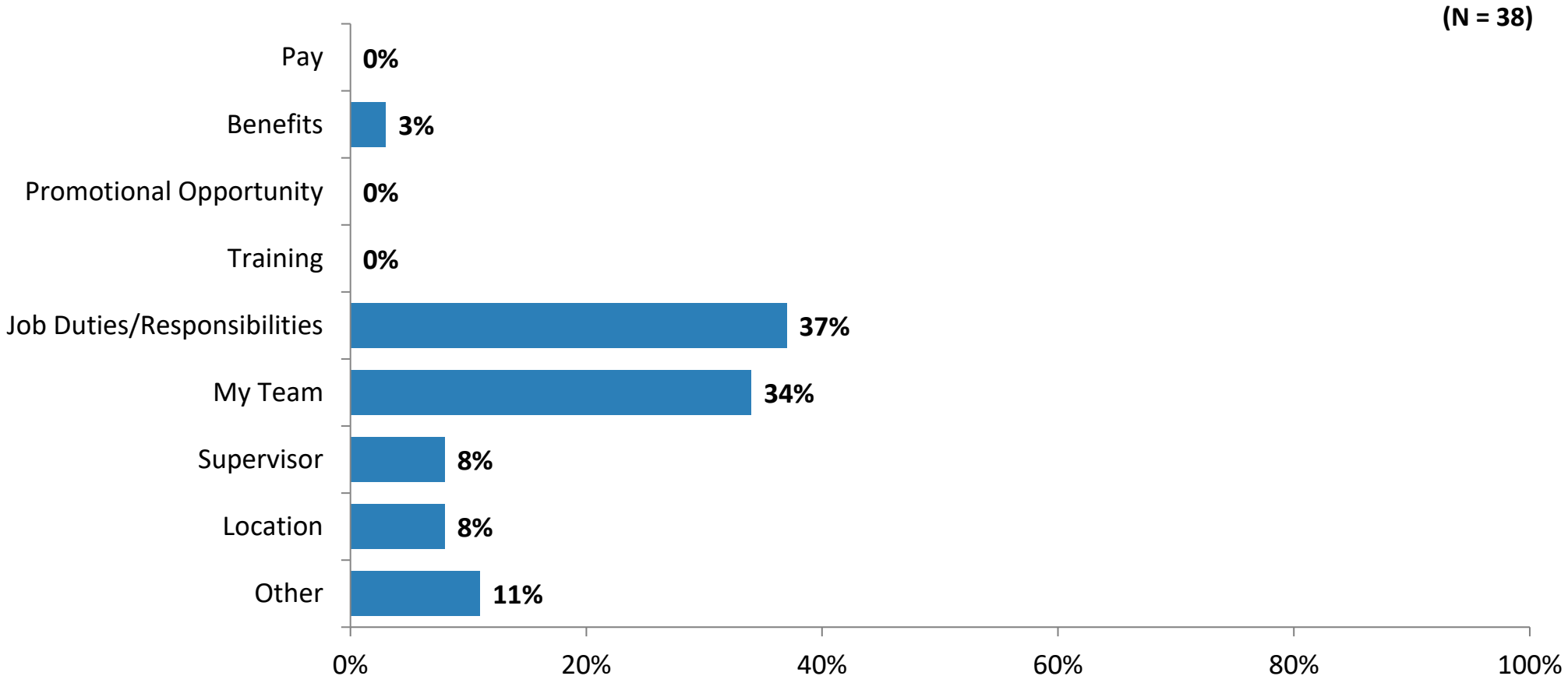
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What did you like most about working for Monroe County overall?



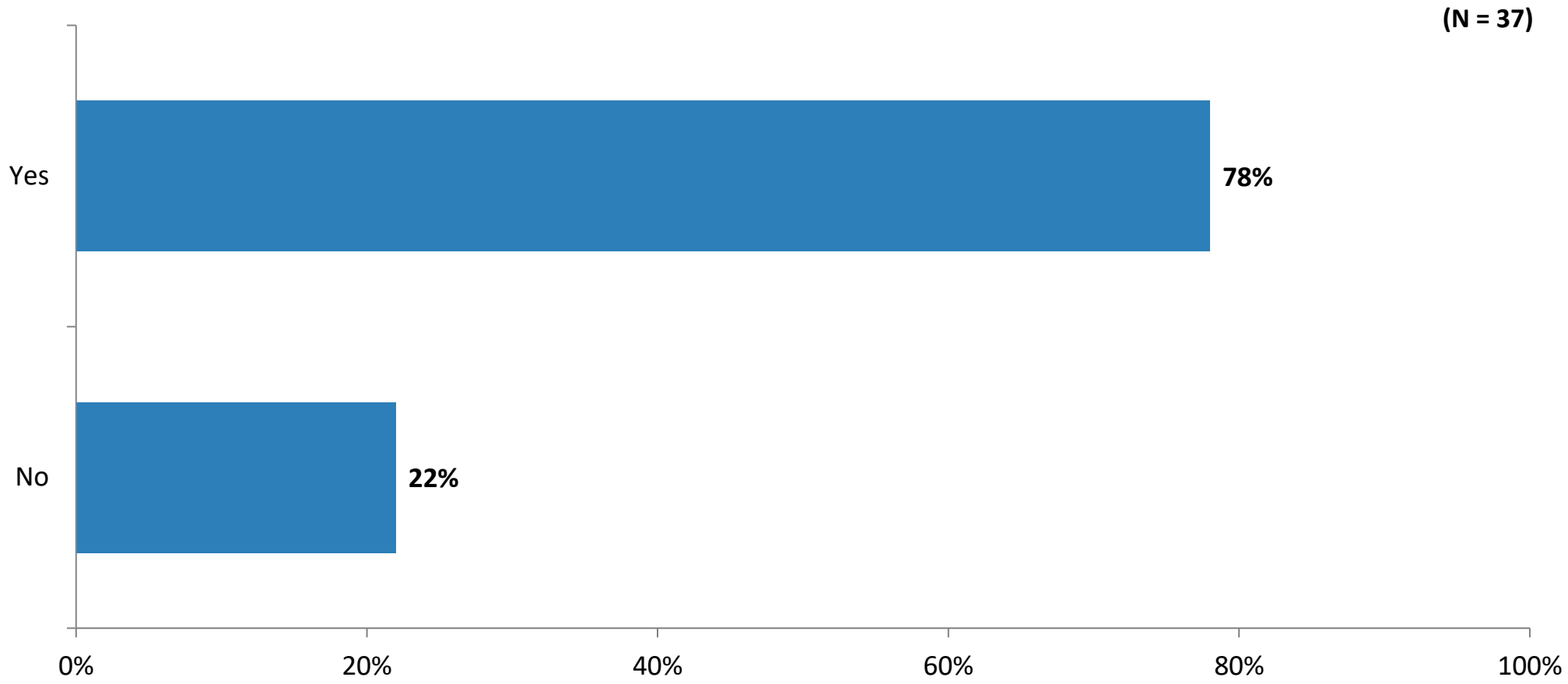
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What did you like most about working for your department?



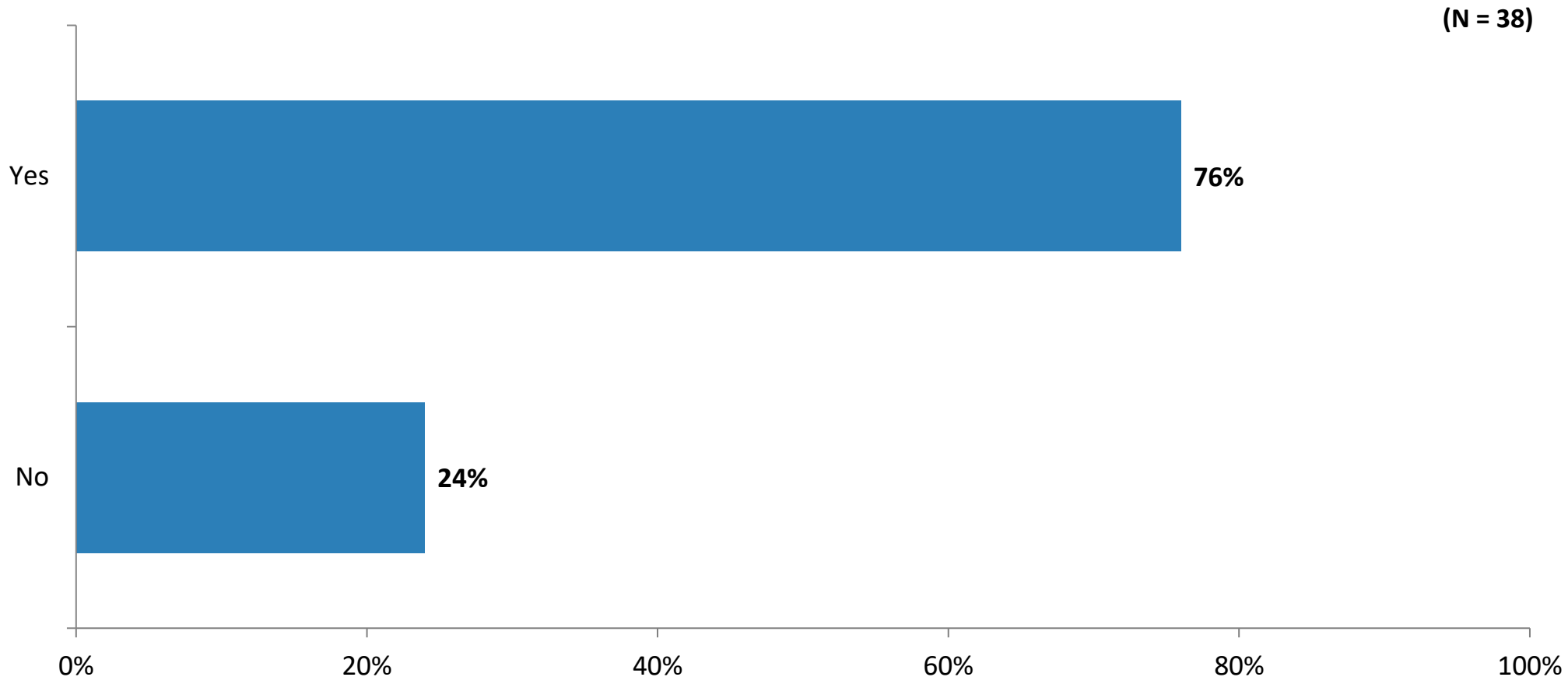
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Did you feel you received adequate training to succeed in your position?



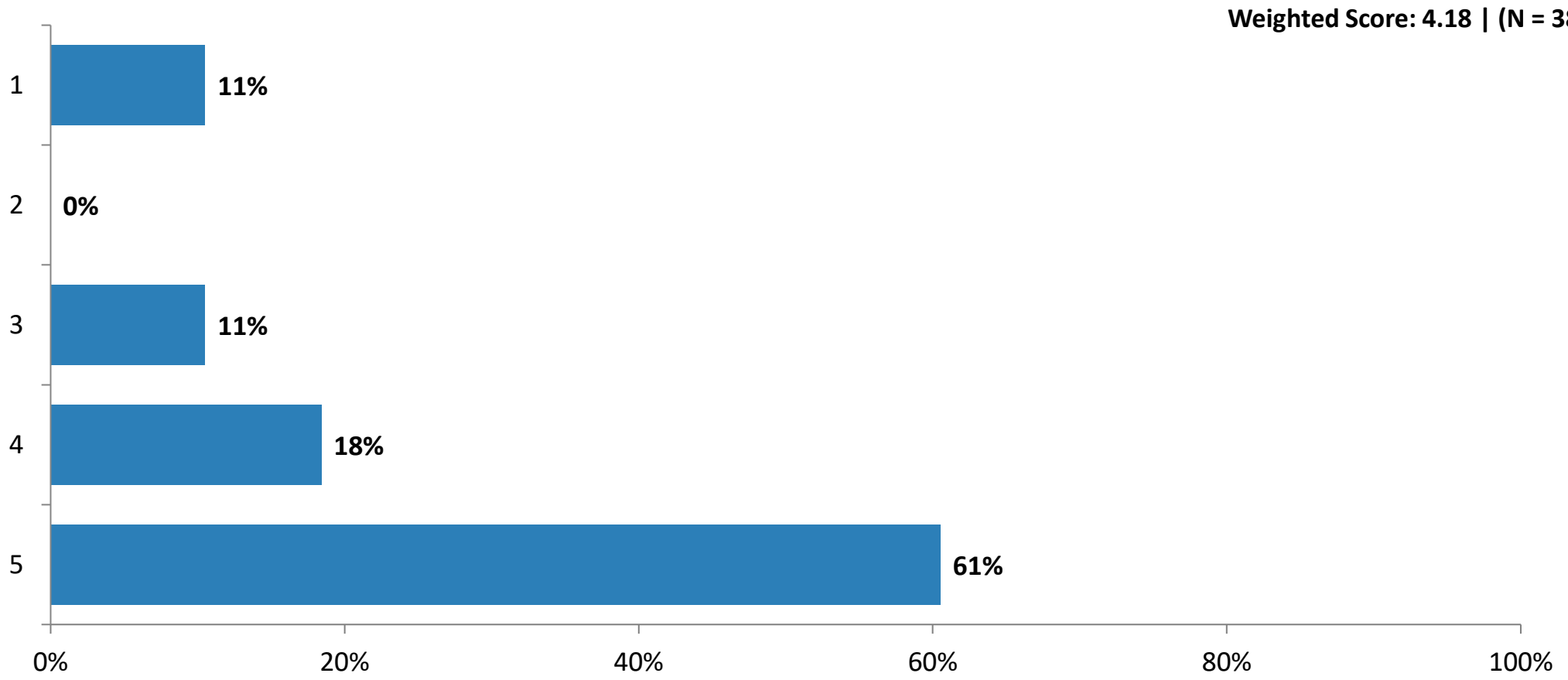
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© 2024

Did you feel you had the tools and equipment needed to succeed at your job?



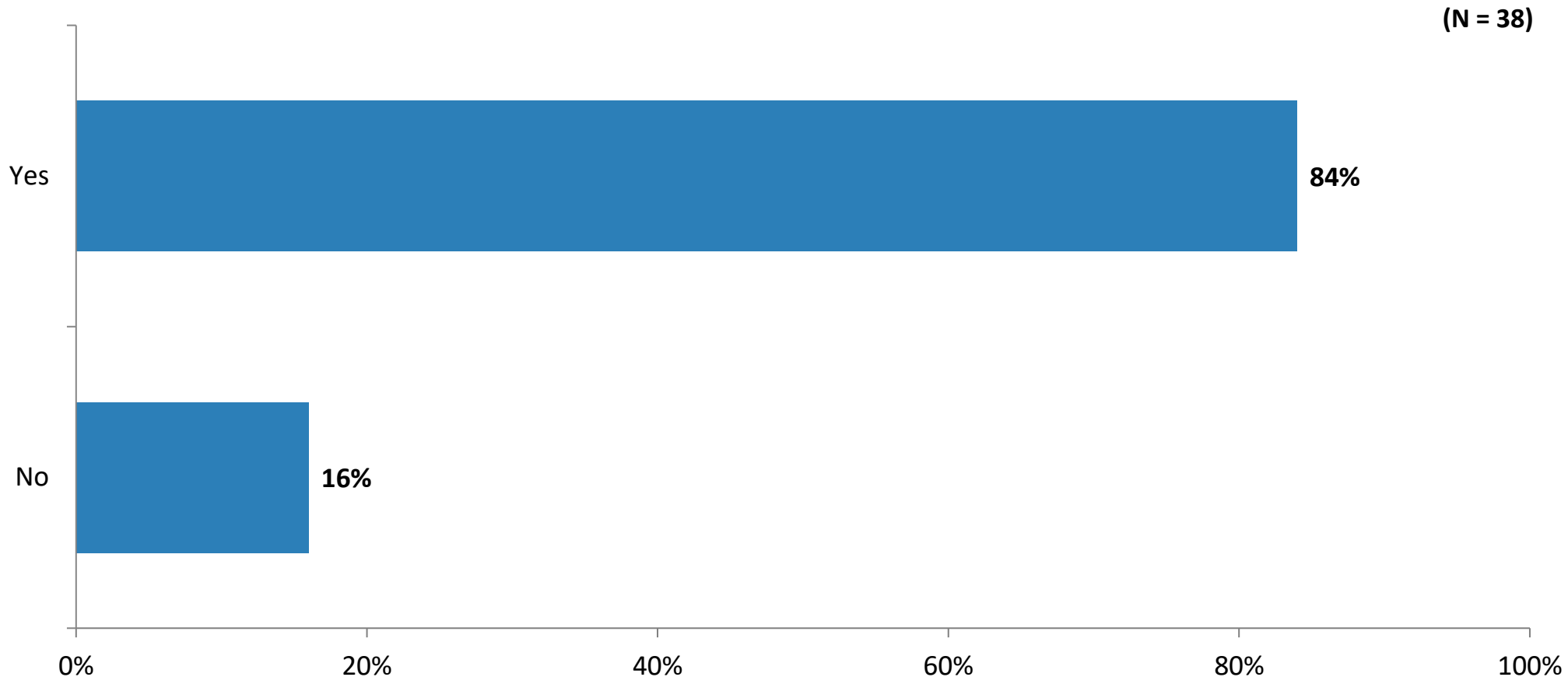
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How would you rate your working relationship with your supervisor? (5 = Best)



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Would you recommend Monroe County to others as a place to work?



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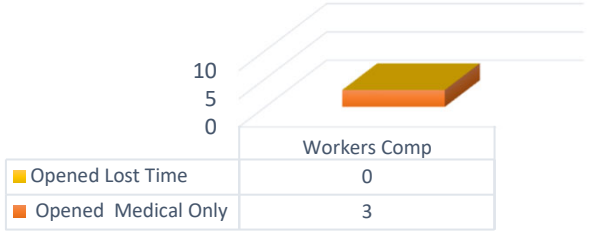
Safety and Security Office

The Safety and Security Office continues with the next three County facilities to implement the Access Control and Video management programs.

Relation

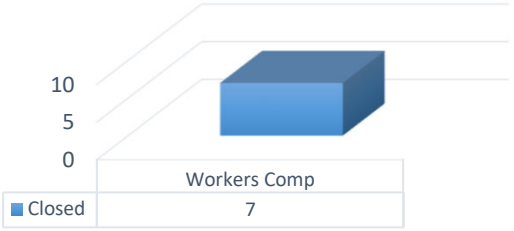
Monthly Performance Monitor
Client Name: Monroe County Board of County Commissioners
As of 1/31/24

Jan 2024- Claims Opened



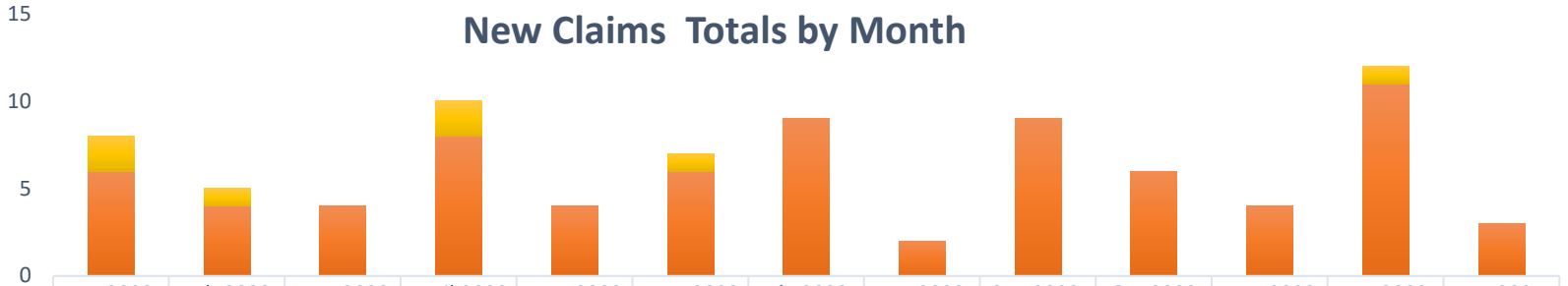
	Workers Comp
Opened Lost Time	0
Opened Medical Only	3

Jan 2024- Claims Closed



	Workers Comp
Closed	7

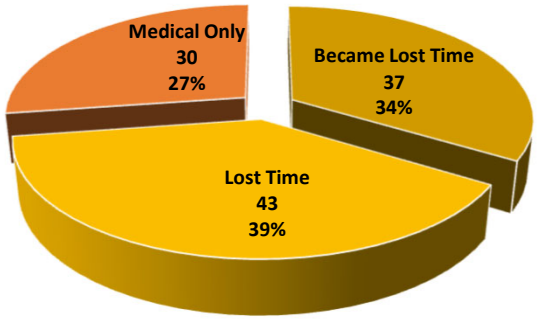
New Claims Totals by Month



	Jan.2023	Feb.2023	Mar.2023	April.2023	May.2023	June.2023	July.2023	Aug.2023	Sep.2023	Oct.2023	Nov.2023	Dec.2023	Jan.2024
WC Lost Time	2	1		2		1						1	
WC Med Only	6	4	4	8	4	6	9	2	9	6	4	11	3

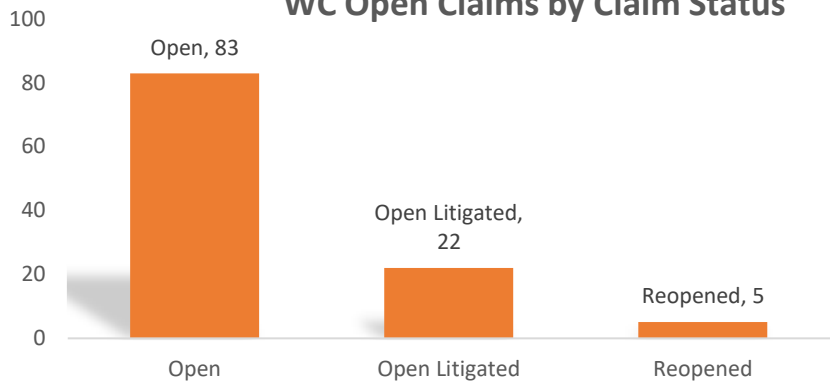
Current Open Claims Distribution

Total Open Claims by Claim Type



WC Open Claims by Claim Status

Total Open Claims : 110



COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N2
2023-2074

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Approval of the 5th amendment to the Employment Agreement of Roman Gastesi, dated April 16, 2008, to waive the 60 days notice period for resignation in paragraph 7.G. and to accept his resignation effect effective February 23, 2024.

ITEM BACKGROUND:
Mr. Gastesi has tendered his resignation as County Administrator effective February 23, 2024. He plans to retire 7 months, 25 days prior to the expiration of his current contract. Paragraph 7.G. of his original employment agreement requires that he provide the BOCC 60 days notice of his resignation or "forfeit the pay of the accrued sick and personal leave." The 5th amendment to the contract waives that 60 day notice requirement. That provision has survived the previous 4 amendments to Mr. Gastesi's employment agreement.

PREVIOUS RELEVANT BOCC ACTION:
Original Employment Agreement approved on April 16, 2008.
1st amendment approved on June 29, 2010
2nd amendment approved on December 14, 2011
3rd Amendment approved on December 9, 2015
4th Amendment approved on August 21, 2019

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
The 5th amendment waives the 60 day notice requirement in paragraph 7.G. for the Administrator to give to tender his resignation. By entering into this agreement, Mr. Gastesi will not have to forfeit entitlement to receive a payout for his accrued sick and personal leave.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

5th Amendment Gastesi.docx

FINANCIAL IMPACT:
Payroll estimates that the amendment will cost $136,466.85 in payment of accumulated sick and vacation time.

FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT OF COUNTY ADMINISTRATOR

THIS FIFTH AMENDMENT ("Amendment") to the Employment Agreement between Monroe County, Florida and Roman Gastesi for the Position of County Administrator is entered into February 21, 2024 ("Effective Date"), by and between Monroe County, Florida, acting through its Board of County Commissioners ("Board or "BOCC"), a political subdivision of the State of Florida, and Roman Gastesi ("Administrator") (hereinafter collectively, the "Parties").

WHEREAS, on April 16, 2008, the Parties entered into an Employment Agreement with the Administrator, subsequently amended in 2010, 2011, 2015, and 2019, including contract extensions through May 8, 2024; and

WHEREAS, paragraph 7(G) of the Employment Agreement ("Agreement"), as currently drafted, states the Agreement will be terminated upon the effective date of resignation by the County Administrator, but requires the Administrator to forfeit the payment of accrued sick and vacation leave in the event that he does not give at least sixty (60) days' written notice to the BOCC; and

WHEREAS, the Administrator desires to resign effective February 23, 2024; and

WHEREAS, the Board wishes to accept his resignation without the forfeiture of accrued sick and vacation leave.

NOW THEREFORE, IN CONSIDERATION of the covenants and promises contained herein, the PARTIES hereby agree as follows:

1. A new Paragraph 7(I) in the Agreement is added to the Agreement, to read as follows:

I. Notwithstanding any language to the contrary anywhere in this Agreement, including specifically the language contained in paragraph 7(G) of this Agreement, the Board of County Commissioners reserves the right to waive the sixty (60) day notice requirement contained in paragraph 7(G) of this Agreement and to accept the resignation of the Administrator without requiring forfeiture of accrued sick and personal leave.

2. By entering in this Fifth Amendment, the Board accepts the resignation of the Administrator effective February 23, 2024 and waives the sixty (60) day notice requirement in paragraph 7(G).

3. In all other respects, the terms and conditions set forth in the Employment Agreement between Monroe County Board of County Commissioners and Roman Gastesi remain in full force and effect.

WHEREFORE, the parties hereto have signed and sealed this agreement on the date first above written.

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
Deputy Clerk

Witnesses:

_____
Print Name:

_____
Print Name:

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY

By:_____
Mayor/Chairperson

ROMAN GASTESI

By: _____

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N3
2023-2136

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: Approval of a letter of support to Florida Senators and Representatives signed by Mayor Merrill Raschein on January 26, 2024 as part of a 4-county effort of the Southeast Florida Climate Compact to support funding of the comprehensive study of the Central and Southern Florida Flood Control Project, which has been authorized by Congress via the 2022 Water Resources Development Act but is not yet funded.

ITEM BACKGROUND:
The SE Florida Climate Compact requested a letter of support from each of the four Compact counties for support for funding of the Central & Southern Florida (C&SF) Project. The first vital effort is the C&SF Flood Resiliency Section 216 Study (Section 216 Study), which is anticipated to focus on salinity control structures along the coast to reduce the most immediate risk to changing conditions. This study is underway but requires additional funding. The second vital effort is the comprehensive study of the entire C&SF flood control project that has been authorized by Congress via the 2022 Water Resources Development Act, but is not funded at this time. This broader more comprehensive study will expand the overall assessment to the broader C&SF System, with additional focus on storage and conveyance within the system.

Flood risk and losses are not only fueling a rise in flood insurance costs but escalating the cost of auto insurance as well. The financial pressures are severe and crippling for many households. The C&SF Project is integral to the entirety of resilience efforts being undertaken across our region. It is imperative that the C&SF Projects be fully supported in a timely manner to provide current and future flood protection, and the cascading exposures and losses that come with delay.

PREVIOUS RELEVANT BOCC ACTION:
None

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Compact letter.pdf

FINANCIAL IMPACT:
None

January XX 2024

Senator Marco Rubio
284 Russell Senate Office Building
Washington, DC 20510

Senator Rick Scott
110 Hart Senate Office Building
Washington, DC 20510

Representative Brian Mast
2182 Rayburn House Office Building
Washington, DC 20515

Representative Sheila Cherfilus-McCormick
242 Cannon House Office Building
Washington, DC 20515

Representative Jared Moskowitz
1130 Longworth House Office Building
Washington DC 20515

Representative Maria Salazar
2162 Rayburn House Office Building
Washington, DC 20515

Representative Lois Frankel
2305 Rayburn House Office Building
Washington, DC 20515

Representative Debbie Wasserman Schultz
270 Cannon House Office Building
Washington, DC 20515

Representative Frederica Wilson
2080 Rayburn House Office Building
Washington, DC 20515

Representative Mario Diaz-Balart
374 Cannon House Office Building
Washington, DC 20515

Representative Carlos Gimenez
448 Cannon House Office Building
Washington, DC 20515

Re: Support for the Central and South Florida Project Studies

Dear Florida Senators and Representatives:

Thank you for your ongoing support of two critical U.S. Army Corps of Engineers (USACE) studies of the Central and Southern Florida (C&SF) Flood Control Project to collectively to address immediate flood risks in South Florida. As you know, the C&SF Flood Control Project was authorized in 1948 – more than 70 years ago – and has served as an invaluable contributor to the economic success of South Florida, including Broward, Miami-Dade, Monroe, and Palm Beach counties. However, it was designed to deliver flood protection for 2 million residents, not the 11 million it currently serves, nor the estimated 15 million people who are expected to live in the region in 30 years. Today, the C&SF system is under substantial stress due

to changes in the physical environment, especially increased rainfall intensity and rising sea levels. Stormwater severely strains the system and sea level rise significantly threatens project operations. Without a fully functioning flood control system, South Florida's citizens, economy, and broader environment will be at risk.

The first vital effort is the C&SF Flood Resiliency Section 216 Study (Section 216 Study) which is anticipated to focus on salinity control structures along the coast to reduce the most immediate risk to changing conditions. This study is underway but requires additional funding. The second vital effort is the comprehensive study of the entire C&SF flood control project that has been authorized by Congress via the 2022 Water Resources Development Act, but unfortunately is not funded at this time. This broader more comprehensive study will expand the overall assessment to the broader C&SF System, with additional focus on storage and conveyance within the system.

Flood risk and losses are not only fueling a rise in flood insurance costs but escalating the cost of auto insurance as well. The financial pressures are severe and crippling for many households. The C&SF Project is integral to the entirety of resilience efforts being undertaken across our region. It is imperative that the C&SF Projects be fully supported in a timely manner to provide current and future flood protection, and the cascading exposures and losses that come with delay.

Thank you for your strong support to address ongoing flooding concerns in South Florida.We will continue to monitor this vital issue for our community and look forward to addressing to Southeast Florida's aging water management infrastructure.

Sincerely,

Maria Sachs
Mayor, Palm Beach County

Nan Rich
Mayor, Broward County

Daniella Levine Cava
Mayor, Miami-Dade County

Holly Merrill Raschein
Mayor, Monroe County

CC: Michael L. Connor
Assistant Secretary of the Army–Civil Works
Department of the Army
108 Army Pentagon
Washington, DC 20310-0108

Lt. Gen. Scott A. Spellmon
Chief of Engineers and Commanding General
Headquarters
U.S. Army Corps of Engineers
331 G Street NW
Washington, DC 20314-1000

Brig. Gen. Daniel Hibner
Commanding General
South Atlantic Division
U.S. Army Corps of Engineers
60 Forsyth Street SW, Room 10M15
Atlanta, GA 30303-8801

Col. James L. Booth
District Commander
Jacksonville District
U.S. Army Corps of Engineers
701 San Marco Boulevard
Jacksonville, FL 32207-8175

Mr. Chauncey Goss
Chairman of the Governing Board
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

Mr. Drew Bartlett
Executive Director
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

N4

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N4
2023-2106

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE: No

STAFF CONTACT: Cynthia Hall

AGENDA ITEM WORDING: Approval of Third Amendment to Interchange Agreement with the Village of Islamorada, to extend the Agreement for an additional up to sixty (60) days from March 9, 2024 to May 8, 2024; continuing to assign Senior Director Kimberly Matthews to the position; authorization for County Administrator to sign necessary documents.

ITEM BACKGROUND:
On 8/7/2023, the County entered into an Interchange Agreement with the Village of Islamorada, to loan Employee Services Director Bryan Cook to the Village to serve as an Interim Village Manager on a temporary basis while the Village began a search for a new Village Manager. Interchange Agreements between public employers (state and local governments) are allowed under F.S. 112.24. The Agreement was ratified by the BOCC at its 9/6/2023 meeting.

The Interchange Agreement provided that the initial term was 60 days, and then thereafter the Agreement could be renewed by each of the parties every 60 days. On 9/28/2023, the Village voted to approve the First Amendment, which extends the term of Agreement by up to 60 days through 12/6/2023, and replaces Bryan Cook as Interim Village Manager with Ed Koconis, Administrative Director. A Second Amendment was approved by the BOCC at the 11/8/2023 meeting, extending the Agreement to March 8, 2024. The Second Amendment also provided that Senior Director of Strategic Planning & Director of Libraries Kimberly Matthews would be assigned to serve in the Interim Village Manager position beginning January 8, 2024; and adding a clause providing that the Agreement could be terminated on 14 days' notice upon mutual agreement of the County Administrator and the Village Mayor.

This Third Amendment extends the Employee Interchange Agreement by up to sixty (60) days, through May 8, 2024. Senior Director Kimberly Matthews remains in the Interim position.

All other terms in the Interchange Agreement will remain the same.

The Third Amendment is on the agenda for Village approval at its February 13, 2024 meeting.

PREVIOUS RELEVANT BOCC ACTION:
9/6/2023: BOCC ratification of Employee Interchange Agreement.

10/18/2023: BOCC ratification of First Amendment to Employee Interchange Agreement.

11/8/2023: BOCC approval of Second Amendment.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Extends Agreement by 60 days, through May 8, 2024.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

C1_Village of Islamorada_Cook.pdf
10052023_First Amendment to Employee Interchange Agreement.pdf
T1_Islamorada Employee Interchange Agreement Second Amendment.pdf
Third amendment to employee interchange agreement.pdf

FINANCIAL IMPACT:
$0 - Village of Islamorada reimburses all salary, employment taxes, employer FRS contributions.

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: September 8, 2023

TO: Lindsey Ballard
Aide to the County Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 6, 2023 BOCC Meeting

Please see the attached item, which has been executed and added to the record:

C1 Ratified Employee Interchange Agreement with Village of Islamorada (Village) to assign Bryan Cook, Director of Employee Services, to the Village to serve as Interim Village Manager on a temporary basis; and granted authorization for the County Administrator to sign additional future documents including extensions of the Agreement beyond the initial 60-day term.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into this 3rd day of August 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, the Village has requested and the County has offered to provide assistance in the form of supplying an Interim Village Manager, to provide management while the Village conducts a search for a Village Manager; and

WHEREAS, the County, as the sending agency, wishes to assign Bryan 'Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Parties see a benefit and a public purpose in having Cook temporarily assigned to the Village for the purposes outlined above, and wish to set forth the details of the temporary assignment in an interlocal agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. PURPOSE. The purpose of this Agreement is to allow for the assignment of Bryan Cook ("Cook") to serve as an Interim Village Manager, to perform and exercise the powers and duties set forth in Section 7(3) of the Village Charter, and more fully outlined herein and in the Village Manager job description, attached as Exhibit "A."

2. AUTHORITY. The County is authorized pursuant to F.S. 125.01, its home rule powers, and F.S. 112.24, which permits the intergovernmental interchange of governmental employees, to enter into this Agreement. The Village is authorized pursuant to F.S. 166.021(1) and F.S. 112.24 to do the same.

3. TERM OF AGREEMENT: Pursuant to F.S. 112.24, the term of this Agreement shall begin on August 7, 2023 ("Effective Date"), and shall remain in effect for an initial period of sixty (60) days ("Initial Term"). Pursuant to F.S. 112.24(2), the Agreement will be reviewed by the Village prior to the expiration of the Initial Term, at which time the Agreement may be extended for a subsequent term of sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator, who is delegated authority to execute the extension. After the Initial Term, and for as long as the Agreement is in effect, the Agreement will be reviewed periodically no later than every sixty (60) days by the Village Council to determine whether the Village wishes to renew the Agreement, and may be extended for successive terms not to exceed sixty (60) days, with the written approval of the Village Council and County Administrator. Pursuant to F.S. 112.24, regardless of the number of extensions granted beyond the Initial Term, the Agreement shall not exceed two (2) years and three (3) months. Moreover, the continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds by the Board of County Commissioners in accordance with Chapter 129, Florida Statutes.

4. DUTIES: Cook shall perform the functions and duties specified in the Village's Charter, including without limitation the powers and duties enumerated in Section 7(3) of the Village Charter, as well as applicable sections of the Village Code-, and shall perform other legally permissible and proper duties and functions, as requested from time to time by the Village Council, and as more fully articulated in Exhibit "A". Cook shall comply at all times with Chapter 112, part III (Sections 112.311 et seq.) of Florida Statutes, the Florida Code of Ethics, as set forth in Section 2-52 of the Islamorada Code of Ordinances.

5. SALARIES AND BENEFITS: Salary and benefits for Cook for the time spent working on matters for the Village shall be administered as set forth below.

a. Cook shall remain a full-time exempt employee of Monroe County.

b. Division of Time: Cook shall expend as much time as is required by the Village during the term of this Agreement, up to 100% of Cook's time during a work week. The County and Cook understand that Cook's primary responsibility during the term of this Agreement will be to the Village.

c. Salary:

   i. Each work week, the number of hours spent working for the Village shall be calculated as a percentage of total hours worked by Cook. For the percentage of hours spent by Cook working on Village matters, Cook shall be entitled to compensation at the annual rate of two hundred forty-eight thousand dollars ($248,000.00) ("Village Share"), and for the percentage of hours spent by Cook working on Monroe County matters, Cook shall be entitled to compensation at his current rate of pay, subject to language about salary increases as is set forth below ("County Share"). Cook shall document his Village Share and County Share on forms approved by the respective Human Resources department of each Party.

ii. The County shall issue pay Cook for the combined amount of the Village Share and the County Share in accordance with the County's payroll policies, which provides for employees to be paid two weeks in arrear at the conclusion of the County's existing biweekly pay periods. The County shall then issue an invoice to the Village and the Village shall reimburse the County for the Village Share, which shall include the employer's share of all applicable employment taxes and other mandatory contributions, including mandatory employer contributions to Cook's Florida Retirement System account.

d. In all respects, Cook shall be governed by terms and conditions set forth in the Monroe County Personnel Policies and Procedures Manual ("Manual").

e. Leave: Cook shall continue to accrue annual (vacation) and sick leave in accordance with the terms and conditions set forth in the Manual. The County shall bear the financial responsibility for payment of accrued leave, including hours attributable to the Village Share.

f. Unemployment: The Parties will jointly be responsible for the payment of unemployment benefits on a pro rata basis in proportion to the wages paid to Cook by the Parties. The County is a reimbursing employer. Therefore, in the event that Cook is awarded unemployment benefits pursuant to Chapter 443, Florida Statutes, the Village will be responsible for reimbursing the County for its proportionate share of unemployment benefits, if such benefits are paid.

g. Medical Insurance, Pharmaceutical Plan, Life Insurance, and Voluntary Benefits: Cook will continue to be eligible to participate in the Monroe County's medical insurance, pharmaceutical plan, County-provided basic life insurance and AD&D, and voluntary benefits (dental, vision, supplemental life) on the same terms and conditions as other County employees. Except as outlined elsewhere in this Agreement, the responsibility for payment for and provision of all benefits shall remain the sole responsibility of the County.

h. Workers' Compensation (F.S. 112.30(4)): In the event of injury or death in the performance of Cook's duties for the Village for an incident that arises out of the course and scope of work performed by the Village, the employee shall be treated as an employee of Monroe County and Monroe County as the sending agency shall be solely responsible for providing the workers' compensation benefits without reimbursement by the Village. The Village shall promptly notify the County of Cook's injury or death.

i. Travel Benefits: Cook shall be entitled to travel, per diem and lodging benefits as allowed by Monroe County Code section 2-106 *et seq.*.

j. The Village shall provide an established work area and all other necessary equipment and supplies for Cook to perform his job duties as Interim Village Manager. The Village shall provide a laptop computer for Cook's exclusive use. The costs of acquiring and using the computer shall be paid for by the Village. The work area and

all other necessary equipment and supplies provided by the Village shall be used solely for Village purposes.

6. INDEMNIFICATION: Subject to and without waiving the limitation contained in Section 768.28, the Village agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its elected officials, employees or agents, and agrees to defend, indemnify, and hold harmless the County from any and all claims arising out of the wrongful acts or inactions of the Village. Subject to and without waiving the provisions of Section 768.28, Florida Statutes, the County agrees to be liable for any and all damages proximately caused by the acts, omission, or wrongful acts of its employees or agents, and agrees to defend, indemnify, and hold harmless the Village from any and all claims arising out of the wrongful acts or inactions of County. Nothing herein is intended to serve as a waiver of sovereign immunity by either of the Parties. Notwithstanding the above provisions, the Village shall not be obligated to indemnify, defend, or hold Cook harmless from any claims of any nature arising out of Cook's malfeasance, or from injury or property damage caused by the intentional misconduct of Cook. This indemnification provision shall survive the termination of this Agreement.

7. INSURANCE: The Village shall provide a general liability insurance to cover all incidents occurring in the course and scope of work performed for the Village by Cook during the term of this Agreement, in the minimum amount of $1,000,000 per occurrence.

8. BONDS: The Village shall obtain a fidelity bond and any other applicable bonds covering work performed by Cook for the Village during the term of this Agreement. The costs and expenses of obtaining and maintaining such bonds shall be paid for by the Village.

9. TERMINATION: This Agreement may be terminated with or without cause by either Party upon thirty (30) days' prior written notice to the other Party.

10. DISCLOSURE OF FINANCIAL INTERESTS: Section 112.3145, Florida Statutes, requires financial disclosures to be filed by a "local officers," and subsection (1)(a)3., defines a "local officer" to include a city manager. Cook agrees to make such disclosures on such forms and at such times as may be required by state law.

11. NONDISCRIMINATION: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and

Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

12. PUBLIC RECORDS: The County and the Village shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and the Village in conjunction with this Agreement; and either Party shall have the right to unilaterally cancel this Agreement upon violation of this provision by the other Party. Detailed Employee shall retain public records in his possession and related to Village business in accordance with Village policy.

13. RECORDS – ACCESS AND AUDITS. All Parties shall maintain adequate and complete records after termination of this Agreement, as required by the applicable retention schedule required by law. Each party, its officers, employees, agents and auditors shall have access to the other parties' books, records, and documents, related to this Agreement upon request. The access to and inspection of such books, records, and documents by the parties shall occur during the regular office hours or as agreed.

14. NO THIRD-PARTY BENEFICIARIES. Neither Party intends to benefit a third party by this Agreement beyond Cook. Therefore, the Parties acknowledge that there are no other third-party beneficiaries to this Agreement and that no other third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15. NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Monroe County BOCC
County Administrator
1100 Simonton Street
Key West, FL 33040
Gastesi-roman@monroecounty-fl.gov

With a copy to:

Monroe County Attorney's Office
1111 12th St., Suite 408
Key West, FL 33040
Shillinger-bob@monroecounty-fl.gov

For Village:

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Clerk@islamorada.fl.us

With a copy to:

Village Attorney
John J. Quick, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134
jquick@wsh-law.com

16. ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Village without the prior written consent of County. COVENANT OF NO INTEREST. Neither Party presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each party is to perform and receive benefits as set forth in this Party.CODE OF ETHICS. The Parties understand and agree that officers and employees of the County are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, as well as the Monroe County Personnel Policies and Procedures Manual regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.NO SOLICITATION/PAYMENT. The County and the Village each warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. GOVERNING LAWS/VENUE. This Agreement is governed by laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in Monroe County, Florida. COMPLIANCE WITH LAWS. Each Party to this Agreement shall comply in full with all applicable federal, state and

local laws, regulations and ordinances. This Agreement constitutes the entire Agreement of the Parties and supersedes any and all prior communications, understandings and agreements with respect to the subject matter of this Agreement, whether oral or in writing. This Agreement can never be amended, except with the prior written agreement of both Parties. By signing below, each signatory to this Agreement warrants that it has the requisite corporate authority to enter into the Agreement and to bind its respective entity.

THE REMAINDER OF THIS PAGE IS BLANK.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this 3rd day of August 2023.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____ August 7, 2023
~~Mayor~~ County Administrator

Date:

Approved as to form and legal sufficiency for
Monroe County, Florida:

Cynthia L. Hall

Cynthia L. Hall, Sr. Ass't County Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Mayor

Date: 8/3/23

Approved as to form and legal sufficiency for
the use of the Village Council only:

_____
Village Attorney

FILED FOR RECORD
2023 SEP -8 PM 4:57
CLK CIR CT
MONROE COUNTY, FLA

Ratified by the Board of County Commissioners on September 6, 2023.

(Seal)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

ISLAMORADA, VILLAGE OF ISLANDS

Position Description

EXHIBIT A

Position Title: Village Manager

Reports To: Village Council

Position Status: Exempt (Pay Grade: 20)

General Functions:
Directs and coordinates administration of Village government in accordance with policies determined by Village Council while performing the following duties personally or through subordinate supervisors. Position requires the use of Village vehicle in the performance of duties.

Illustrative Tasks:
(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Plans, organizes, directs, coordinates and evaluates the operations, programs, activities and services of all departments, offices and agencies of the Village, except as otherwise provided by the Charter and other relevant law.
- Responds to requests from the Village Council and the public for appropriate action and/or resolution of policy matters and attendant problems.
- Ensures the Village Council is kept abreast of matters pertinent to Village administration.
- Provides periodic reports in compliance with the Village Council's requirements and Charter provisions concerning the operations, activities and programs of Village departments, offices and agencies subject to the Village Manager's direction and supervision.
- Prepares Village Council meeting agendas, ensuring that the Council is fully apprised of the information contained therein, and that items on the agenda will not unnecessarily prolong the duration of the meeting at issue.
- Initiates policy recommendations for the Village Council's consideration.
- Conducts agenda review meetings with staff, as needed, to review items proposed for presentation to the Village Council.
- Recommends the creation of new committees that will advance Village business and operations.
- Negotiates contracts (including collective bargaining agreements), and other legal instruments, in conjunction with the Village Attorney's Office.
- Executes contracts on behalf of the Village pursuant to the provisions of the appropriate ordinances.
- Appoints, suspends and terminates all Village employees except those appointed by and responsible to the Village Council; approves promotions, transfers, reclassifications, job evaluations, demotions, disciplinary action and other related personnel actions.
- Manages senior staff including the Deputy Village Manager and department directors.
- Responsible for the overall direction, coordination and evaluation of all Village departments.
- Develops and implements appropriate training programs for Village employees.
- Prepares and submits the annual operating budget and capital programs to the Village Council in the appropriate format.
- Develops long-range fiscal managerial plans and strategies.
- Implements the approved budget and effects a program of budgetary control over expenditures and revenues.
- Submits to the Village Council for public review a report on the financial condition and administrative activities of the Village at the end of each fiscal year as required by the Village Charter and/or relevant State Law.

- Attends all Village Council meetings as well as other public meetings scheduled by the Village or in connection with Village business.
- Represents Village administration before various community organizations, business enterprises and governmental entities.
- Develops programs and strategies to enhance the effectiveness and efficiency of Village operations, including appropriate Village staff and/or Council retreats or strategizing sessions.
- Provides guidance and assistance in the development of long and short-range goals for the Village Council's consideration and implements same upon approval by the Council.
- Encourages and oversees economic and community development efforts including business retention, redevelopment and recruitment of new businesses.
- Possesses the ability to work in an increasingly culturally diverse community.
- Possesses the ability to multitask and adjust to changing situations while maintaining efficiency and effectiveness.
- Possesses the ability to deal tactfully, courteously and professionally with all officials and groups, exercising sound and effective judgment in doing so, ensuring the protection of the Village's goodwill.

Requirements for Position:

Bachelor's Degree in Business Administration, Public Administration, or equivalent combination of education and experience. Master's Degree desirable. At least ten (10) years related management experience as department director or manager in a public sector setting. Thorough knowledge of the principles, practices, and techniques of public administration. Demonstrated financial, management, planning, leadership and communication skills. Knowledge of Personal Computer software application, i.e. word processing, spreadsheet, database, etc.

Physical Requirements:

While performing the duties of this class, employees are regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. Employees are occasionally required to walk and stand and lift and move records and documents weighing 20 pounds or less. Specific vision abilities required by this job include close vision and the ability to adjust focus. Employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; perform highly detailed work on multiple, concurrent tasks; and interact with Village staff and other organizations.

Bryan Cook

Print Name

Bryan Cook Digitally signed by Bryan Cook Date: 2023.08.04 16:01:43 -04'00'

Signature

Date

RESOLUTION NO. 23-08-76

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE APPOINTMENT OF BRYAN COOK AS INTERIM VILLAGE MANAGER; APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYEE INTERCHANGE AGREEMENT WITH MONROE COUNTY, FLORIDA PERMITTING BRYAN COOK TO SERVE AS INTERIM VILLAGE MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statute; and

WHEREAS, Section 7(3) of the Village Charter requires that there shall be a Village Manager who will be the chief administrative officer of the Village; and

WHEREAS, at the meeting on July 27, 2023, Monroe County, Florida ("County") offered to permit its employee, Bryan Cook ("Mr. Cook"), to serve as the Village's Interim Village Manager pursuant to an Employee Interchange Agreement ("Agreement") governed by Section 112.24, *et seq.*, Florida Statutes; and

WHEREAS, the Village Council finds that approval of the Agreement and appointment of Mr. Cook as Interim Village Manager is in the best interest of the Village and its residents; and

WHEREAS, the Village Council approves and authorizes the execution of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Approval of Appointment. The Village Council hereby approves the appointment of Mr. Cook as Interim Village Manager. Mr. Cook's appointment shall be effective August 7, 2023.

Section 3. Approval of Agreement. The Village Council finds that the Agreement with the County, attached hereto as Exhibit "A", is reasonable and appropriate. The Village Council hereby approves the Agreement.

Section 4. Execution of Agreement. The Mayor is hereby authorized to execute the Agreement with the County on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Remainder of this page intentionally left blank.

Motion to adopt by Gregg, seconded by Mahoney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	No

PASSED AND ADOPTED THIS 3 DAY OF August, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

JOHN J. QUICK, VILLAGE ATTORNEY

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (ISLAMORADA, VILLAGE OF ISLANDS)

THIS FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered into this __ day of September 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Agreement provided that the initial term of the Agreement would begin on August 7, 2023 and continue for sixty (60) days, to October 6, 2023 ("Initial Term"), and that prior to the expiration of the Initial Term, the Agreement would be reviewed by the Village, at which time the Agreement could be extended for a subsequent term not to exceed sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator; and

WHEREAS, both Parties have indicated that they wish to extend the Agreement for an additional term, not to exceed sixty (60) days; and

WHEREAS, the County has proposed to assign Ed Koconis, AICP, Administrative Director for Monroe County, in place of Bryan Cook, who is needed to resume his duties for Monroe County; and

WHEREAS, the Parties have agreed that Bryan Cook's assignment as Interim Village Manager shall end on Friday, September 29, 2023, and beginning October 2, 2023, Ed Koconis shall be assigned to serve as the Interim Village Manager for the remainder of the term of this Agreement, as extended.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

RECITALS

1. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement is hereby extended by an additional sixty (60) days, through December 6, 2023 ("Extended Term").

2. Bryan Cook shall cease to be assigned as the Interim Village Manager at close of business on September 29, 2023, and Ed Koconis shall be assigned to serve as the Interim Village Manager beginning 8:00 a.m. on October 2, 2023. Effective October 2, 2023, all references to "Bryan Cook" or "Cook" shall be revised and replaced with the name "Ed Koconis" wherever they appear in the Interchange Agreement.

3. Effective October 2, 2023, Exhibit A to the Interchange Agreement (Islamorada Position Description signed by Bryan Cook) is removed and replaced with Exhibit A attached hereto (Islamorada Position Description signed by Ed Koconis), which shall be incorporated in the Interchange Agreement by reference.

4. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this _____ day of September 2023.

Approved as to form and legal sufficiency for Monroe County, only:

Cynthia L. Hall

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____

Roman Gastesi, County Administrator

Date: September 27, 2023

Approved as to form and legal sufficiency for the use of the Village Council only:

DocuSigned by:

362BFAA7FDDD417...

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: DocuSigned by: Joseph B. Pinder III F8EB3A68BD794EF...

Joseph B. Pinder, III, Mayor

Date: 10/4/2023

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

Ratified by the Monroe County Board of County Commissioners on October 18, 2023.

(Seal) ATTEST: KEVIN MADOK, Clerk	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By:	By:
_____ As Deputy Clerk	_____ Mayor

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: November 16, 2023

TO: Lindsey Ballard
Aide to the County Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: November 8, 2023 BOCC Meeting

Please see the attached item, which has been added to the record:

T1 2nd Amendment to Interchange Agreement with Village of Islamorada to assign Senior Director Kimberly Matthews to the Village to serve as Interim Village Manager on a temporary basis beginning January 8, 2024, and continuing for up to 60 days; authorization for County Administrator to sign necessary documents.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

SECOND AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (ISLAMORADA, VILLAGE OF ISLANDS)

THIS SECOND AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the initial term of the Agreement continued for sixty (60) days, to October 6, 2023 ("Initial Term"), and the Parties agreed that the Agreement could be extended for a subsequent term not to exceed sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator; and

WHEREAS, on October 4, 2023, the Agreement was amended to extend the Agreement by up to an additional sixty (60) days, through December 6, 2023, and also to assign Ed Koconis to serve as the Interim Village Manager in place of Bryan Cook; and

WHEREAS, both Parties have indicated that they wish to extend the Agreement, and the County has proposed to assign Kimberly Matthews, Senior Director of Strategic Planning & Director of Libraries, to serve in the position as Interim Village Manager beginning on January 8, 2024 in place of Mr. Koconis for an additional term of up to sixty (60) days, with Maria Bassett, Finance Director for the Village of Islamorada, filling in for the month between the expiration of Mr. Koconis' time period and the start of Ms. Matthews' time period; and

WHEREAS, the Parties wish to amend paragraph (9) (Termination), to shorten the termination time period upon mutual agreement if a suitable replacement candidate is found to serve as Interim Village Manager or permanent Village Manager prior to expiration of the term of the Agreement as extended.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. Ed Koconis shall continue to serve as Interim Village Manager for the Village of Islamorada through December 6, 2023.

2. Beginning December 7, 2023 and continuing through January 7, 2024, Maria Bassett, Finance Director for the Village of Islamorada, shall serve as Interim Village Manager for the Village of Islamorada.

3. Beginning 8:00 a.m. on January 8, 2024, and continuing until March 8, 2024, Kimberly Matthews will be assigned to serve as the Interim Village Manager. Effective January 8, 2024, all references to "Ed Koconis" shall be revised and replaced with the name "Kimberly Matthews" wherever they appear in the Interchange Agreement as amended.

4. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement shall be extended from January 8, 2024 to March 8, 2024. To the extent that the Employee Interchange Agreement ended on December 6, 2023, the Agreement shall be revived, with the new term of the Agreement running from January 8, 2024 to March 8, 2024.

5. Effective January 8, 2024, Exhibit A to the Interchange Agreement (Islamorada Position Description) is removed and replaced with Exhibit A attached hereto (Islamorada Position Description signed by Kimberly Matthews), which shall be incorporated in the Interchange Agreement by reference.

6. Paragraph (9) of the Agreement ("Termination") is amended to add the following sentence allowing for a shorter termination time period on mutual agreement of the Parties:

> This Agreement may also be terminated with the mutual consent of both Parties, in which case the termination shall occur at the conclusion of fourteen (14) calendar days following delivery of an e-mail exchanged between the Village Mayor and County Administrator.

7. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

8. This Amendment shall be effective upon the date last signed by the Parties below.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the dates signed below.

Approved as to form and legal sufficiency for Monroe County, only:

Digitally signed by Cynthia L. Hall
DN: cn=Cynthia L. Hall, o=Monroe County BOCC, ou, email=hall-cynthia@monroecounty-fl.gov, c=US
Date: 2023.11.13 17:41:11 -05'00'

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: Roman Gastesi Digitally signed by Roman Gastesi Date: 2023.11.16 09:49:15 -05'00'

Roman Gastesi, County Administrator

Date:

Approved as to form and legal sufficiency for the use of the Village Council only:

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By:

Joseph B. Pinder, III, Mayor

Date:

ISLAMORADA, VILLAGE OF ISLANDS

Position Description

EXHIBIT A

Position Title: Village Manager

Reports To: Village Council

Position Status: Exempt (Pay Grade: 20)

General Functions:
Directs and coordinates administration of Village government in accordance with policies determined by Village Council while performing the following duties personally or through subordinate supervisors. Position requires the use of Village vehicle in the performance of duties.

Illustrative Tasks:
(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Plans, organizes, directs, coordinates and evaluates the operations, programs, activities and services of all departments, offices and agencies of the Village, except as otherwise provided by the Charter and other relevant law.
- Responds to requests from the Village Council and the public for appropriate action and/or resolution of policy matters and attendant problems.
- Ensures the Village Council is kept abreast of matters pertinent to Village administration.
- Provides periodic reports in compliance with the Village Council's requirements and Charter provisions concerning the operations, activities and programs of Village departments, offices and agencies subject to the Village Manager's direction and supervision.
- Prepares Village Council meeting agendas, ensuring that the Council is fully apprised of the information contained therein, and that items on the agenda will not unnecessarily prolong the duration of the meeting at issue.
- Initiates policy recommendations for the Village Council's consideration.
- Conducts agenda review meetings with staff, as needed, to review items proposed for presentation to the Village Council.
- Recommends the creation of new committees that will advance Village business and operations.
- Negotiates contracts (including collective bargaining agreements), and other legal instruments, in conjunction with the Village Attorney's Office.
- Executes contracts on behalf of the Village pursuant to the provisions of the appropriate ordinances.
- Appoints, suspends and terminates all Village employees except those appointed by and responsible to the Village Council; approves promotions, transfers, reclassifications, job evaluations, demotions, disciplinary action and other related personnel actions.
- Manages senior staff including the Deputy Village Manager and department directors.
- Responsible for the overall direction, coordination and evaluation of all Village departments.
- Develops and implements appropriate training programs for Village employees.
- Prepares and submits the annual operating budget and capital programs to the Village Council in the appropriate format.
- Develops long-range fiscal managerial plans and strategies.
- Implements the approved budget and effects a program of budgetary control over expenditures and revenues.
- Submits to the Village Council for public review a report on the financial condition and administrative activities of the Village at the end of each fiscal year as required by the Village Charter and/or relevant State Law.

- Attends all Village Council meetings as well as other public meetings scheduled by the Village or in connection with Village business.
- Represents Village administration before various community organizations, business enterprises and governmental entities.
- Develops programs and strategies to enhance the effectiveness and efficiency of Village operations, including appropriate Village staff and/or Council retreats or strategizing sessions.
- Provides guidance and assistance in the development of long and short-range goals for the Village Council's consideration and implements same upon approval by the Council.
- Encourages and oversees economic and community development efforts including business retention, redevelopment and recruitment of new businesses.
- Possesses the ability to work in an increasingly culturally diverse community.
- Possesses the ability to multitask and adjust to changing situations while maintaining efficiency and effectiveness.
- Possesses the ability to deal tactfully, courteously and professionally with all officials and groups, exercising sound and effective judgment in doing so, ensuring the protection of the Village's goodwill.

Requirements for Position:

Bachelor's Degree in Business Administration, Public Administration, or equivalent combination of education and experience. Master's Degree desirable. At least ten (10) years related management experience as department director or manager in a public sector setting. Thorough knowledge of the principles, practices, and techniques of public administration. Demonstrated financial, management, planning, leadership and communication skills. Knowledge of Personal Computer software application, i.e. word processing, spreadsheet, database, etc.

Physical Requirements:

While performing the duties of this class, employees are regularly required to sit; talk or hear, in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. Employees are occasionally required to walk and stand and lift and move records and documents weighing 20 pounds or less. Specific vision abilities required by this job include close vision and the ability to adjust focus. Employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; perform highly detailed work on multiple, concurrent tasks; and interact with Village staff and other organizations.

Kimberly Matthews

Digitally signed by Kimberly Matthews
Date: 2023.11.02 10:56:17 -04'00'

THIRD AMENDMENT TO
EMPLOYEE INTERCHANGE AGREEMENT
(ISLAMORADA, VILLAGE OF ISLANDS)

THIS THIRD AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, on October 4, 2023, the Agreement was amended to extend the Agreement by up to an additional sixty (60) days, through December 6, 2023, and also to assign Ed Koconis to serve as the Interim Village Manager in place of Bryan Cook; and

WHEREAS, on November 16, 2023, the Agreement was amended a second time to extend the Agreement through March 8, 2024; to assign Kimberly Matthews, Senior Director of Strategic Planning & Director of Library for Monroe County, to serve in the position as Interim Village Manager beginning on January 8, 2024; and also to shorten the termination time period upon mutual agreement if a suitable replacement candidate is found to serve as Interim Village Manager or permanent Village Manager prior to expiration of the term of the Agreement as extended; and

WHEREAS, the Parties now wish to extend the Agreement for an additional time period of up to sixty (60) days while the Village is continuing its search for a Village Manager;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

RECITALS

1. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement shall be extended by an additional sixty (60) days, from March 9, 2024 to May 8, 2024.

2. Paragraph 9 of the Agreement ("Termination") remains in effect, stating that the Agreement may be terminated at any time with mutual consent of the Parties at the conclusion of fourteen (14) calendar days following delivery of an e-mail exchanged between the Village Mayor and County Administrator.

3. Senior Director Kimberly Matthews shall remain assigned to serve in the position of Interim Village Manager.

4. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

5. This Amendment shall be effective upon the date last signed by the Parties below.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the dates signed below.

Approved as to form and legal sufficiency for Monroe County, only:

Cynthia L. Hall

_____

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____

Roman Gastesi, County Administrator

Date:

Approved as to form and legal sufficiency for the use of the Village Council only:

_____

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: _____

Joseph B. Pinder, III, Mayor

Date:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N5
2023-2107

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING:

Approval of resolution approving an amended and revised fee schedule for primary care services, community public health services, vital statistics, medical records, and related administrative charges offered by Monroe County Health Department.

ITEM BACKGROUND:

F.S. 154.6(1)5 authorizes each county and county health department to collect fees for public health services rendered by the county health department provided the schedule of fees is established by resolution by the Board of County Commissioners. All funds collected must be expended solely for the purpose of providing health services and facilities within the county served by the county health department. The fees listed in this schedule are comparable with fees charged in neighboring counties. Revenue collected provides support for department functions and provision of services.

The current fee schedule for clinical services fees was approved in December 2023. However, subsequent to adoption, the Health Department realized that the computer system used by the Health Department for fees for two vital statistics documents (birth certificate, death certificate) cannot be set up to charge a fee for the document plus an administrative fee. Therefore, these vital statistics fees have been amended to show one lump sum fee (birth certificate - $20, death certificate - $16).

In addition, the amended and revised fee schedule adds nominal fees for notary services ($10), expediting ($10), and a plastic sleeve for the cards ($5) to cover administrative costs.

This agenda item therefore asks for approval to the amended and revised fee schedule shown in Exhibit A to the Resolution.

PREVIOUS RELEVANT BOCC ACTION:
12/13/2023: BOCC adopted Resolution No. 634-2023, setting fee schedule for clinical services.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Changes to certain fees are shown in Exhibit A to the Resolution.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

C27 Resolution 634-2023.pdf
FDOH-Monroe Resolution with Amended and Revised Fee Schedule_2023-24-Updated 02.6.2024.docx

FINANCIAL IMPACT:
TBD, depending on usage.

RESOLUTION NO. 634 **- 2023**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING THE MONROE COUNTY HEALTH DEPARTMENT TO ESTABLISH FEES SPECIFICALLY FOR VITAL STATISTICS AND THE HEALTH CLINIC AS SET FORTH IN *EXHIBIT "A"* ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION.

WHEREAS, F. S. 154.01(2) requires counties to establish and maintain full-time county health departments to provide environmental health, communicable disease control and primary care services; and

WHEREAS, F.S. 154.01(3) requires the Department of Health to enter into contracts with counties for this purpose; and

WHEREAS, on July 19, 2022, the Board approved the annual core contract between Monroe County and the Florida Department of Health for public health services; and

WHEREAS, F. S. 154.06(1) authorizes each county and each county health department to collect fees for Vital Statistics and Health Clinic services rendered through the county health departments provided that a schedule of such fees is established by resolution of the Board of County Commissioners or by rule of the department; and

WHEREAS, F.S. 154.06(2) requires all funds collected under this section to be expended solely for the purpose of providing health services and facilities within the county served by the county health department and pursuant to the rules and regulations cited therein and pursuant to all other applicable rules and regulations; and

WHEREAS, the Monroe County Health Department has indicated the need to re-define and re-establish fees for Vital Statistics and certain aspects of Health Clinic services offered at the Monroe County Health Department as set forth in *Exhibit "A"* attached hereto and made a part of this Resolution; and

WHEREAS, the Board is satisfied with the justification provided by the Monroe County Health Department;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA that;

1. The Monroe County Health Department shall collect fees for Vital Statistics and Health Clinic services as specified in *Exhibit "A"* attached hereto and made a part of this Resolution.

2. The Monroe County Health Department is solely responsible for ensuring effective notice is provided to the general public and other impacted agencies and organizations of the specific service fee increases.

3. The Monroe County Health Department is solely responsible for ensuring the County's compliance with all financial and transitional rules and regulations, and any other factors that may be impacted by the service fee increases at all levels; local, state, and federal.

4. Any prior resolution, ordinance, or contract inconsistent herewith is hereby repealed.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 13th day of December 2023.

Mayor Holly Merrill Raschein	Yes
Mayor Pro Tem James K. Scholl	Yes
Commissioner Craig Cates	Yes
Commissioner Michelle Lincoln	Yes
Commissioner David Rice	Yes

Attest: KEVIN MADOK, CLERK

By: _____

As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

Mayor

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 12-5-2023

Cynthia L. Hall

FILED FOR RECORD
2023 DEC 18 PM 4:01
CLK CIR CT
MONROE COUNTY, FLA

EXHIBIT A
MONROE COUNTY HEALTH DEPARTMENT
VITAL STATISTICS & CLINIC SERVICES COUNTY FEE SCHEDULE

The Fee Schedules for Vital Statistics and Health Clinic Services in Monroe County have not been updated in many years. As such, the Monroe County Health Department conferred with neighboring counties and senior leadership in Tallahassee to prepare a Fee Schedule aligned and comparable to those with more recent updates. Revenue generated from Vital Statistics and Health Clinic services, once approved, will provide additional support for departmental functions and provision of services. Thank you for your consideration.

Program	**Service**	**Current Fee**	**Proposed Fee**	**Details r/t service and fee**
Vital Statistics	Birth Certificate	$16.00	$16.00 + $6.25 administrative fee	Certification of a registered birth. Adjusted fee aligned with Monroe County Tax Collector.
Vital Statistics	Death Certificate	$13.00	$16.00 + $6.25 administrative fee	Official certification of death with or without cause. Adjusted fee aligned with neighboring counties.
Clinic General Clinical Services		Medicare Rates	Unchanged	All clinical visits with provider are adjusted based on a sliding scale established by the Federal Poverty Guidelines.
		Non-Medicare Rates 160% of Medicaid Rate ($163.27)	Unchanged	
Clinic General Lab Services		Medicare Rates	Unchanged	All laboratory services are adjusted based on a sliding scale established by the Federal Poverty Guidelines.
		160% of Medicaid Rate ($163.27)	Unchanged	
Clinic	School Health Physicals (ages 5-18)	New Svc.	$75.00	Comprehensive physical exam for school completed by physician or APRN, completion of required forms, and evaluation of immunization status.

Clinic	Occupational Health Physicals	New Svc.	$95.00	Comprehensive physical exam for work placement completed by physician or APRN, completion of required forms, and evaluation of immunization status.
Clinic	Consultation for Travel Immunizations	New Svc.	$50.00	Medical staff review of immunizations for travel and completion of required forms.
Clinic	Civil Surgeon Refugee Health Physical	New Svc.	$300	Comprehensive physical exam for adjustment of status completed by physician or APRN, completion of required forms, and evaluation of immunization status.

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING THE MONROE COUNTY HEALTH DEPARTMENT TO ESTABLISH FEES SPECIFICALLY FOR VITAL STATISTICS AND THE HEALTH CLINIC AS SET FORTH IN *EXHIBIT "A"* ATTACHED HERETO ("AMENDED AND REVISED FEE SCHEDULE").

WHEREAS, F. S. 154.01(2) requires counties to establish and maintain full-time county health departments to provide environmental health, communicable disease control and primary care services; and

WHEREAS, F.S. 154.01(3) requires the Department of Health to enter into contracts with counties for this purpose; and

WHEREAS, on July 19, 2022, the Board approved the annual core contract between Monroe County and the Florida Department of Health for public health services; and

WHEREAS, F. S. 154.06(1) authorizes each county and each county health department to collect fees for Vital Statistics and Health Clinic services rendered through the county health departments provided that a schedule of such fees is established by resolution of the Board of County Commissioners or by rule of the department; and

WHEREAS, F.S. 154.06(2) requires all funds collected under this section to be expended solely for the purpose of providing health services and facilities within the county served by the county health department and pursuant to the rules and regulations cited therein and pursuant to all other applicable rules and regulations; and

WHEREAS, the Monroe County Health Department has indicated the need to re-define and re-establish fees for Vital Statistics documents and other Health Clinic services offered at the Monroe County Health Department; and

WHEREAS, on December 13, 2023, the Monroe County Board of County Commissioners passed and adopted Resolution No. 634-2023, establishing a fee schedule for vital statistics and other Health Department services; and

WHEREAS, subsequent to adoption, the Health Department was advised that the computer system used by the Health Department for fees for two vital statistics documents (birth certificate and death certificate) was unable to process the fee as it was set up in Resolution No. 634-2023; and

WHEREAS, the Health Department wishes to amend the fee in order to show a single lump sum fee for birth certificates and death certificates; and

WHEREAS, the Health Department also wishes to add nominal fees for notary services ($10), expediting ($10), and a plastic sleeve for the cards ($5) to cover administrative costs; and

WHEREAS, the Board is satisfied with the justification provided by the Monroe County Health Department and wishes to approve the fee schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA that;

1. The Monroe County Health Department shall collect fees for Vital Statistics and Health Clinic services as specified in the Amended and Revised Fee Schedule attached hereto as Exhibit A and made a part of this Resolution.

2. The Monroe County Health Department is solely responsible for ensuring effective notice is provided to the general public and other impacted agencies and organizations of the specific service fee increases.

3. The Monroe County Health Department is solely responsible for ensuring the County's compliance with all financial and transitional rules and regulations, and any other factors that may be impacted by the service fee increases at all levels; local, state, and federal.

4. Any prior resolution, ordinance, or contract inconsistent herewith is hereby repealed.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on February 21, 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

Attest: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor

EXHIBIT A
MONROE COUNTY HEALTH DEPARTMENT
VITAL STATISTICS & CLINIC SERVICES
AMENDED AND REVISED COUNTY FEE SCHEDULE

The Fee Schedules for Vital Statistics and Health Clinic Services in Monroe County have not been updated in many years. As such, the Monroe County Health Department conferred with neighboring counties and senior leadership in Tallahassee to prepare a Fee Schedule aligned and comparable to those with more recent updates. Revenue generated from Vital Statistics and Health Clinic services, once approved, will provide additional support for departmental functions and provision of services. Thank you for your consideration.

(Revisions shown with underlines.)

Program	Service	Current Fee	Proposed Fee	Details r/t service and fee
Vital Statistics	Birth Certificate	$16.00	$20.00	Certification of a registered birth. Adjusted fee aligned with Monroe County Tax Collector.
Vital Statistics	Death Certificate	$13.00	$16.00	Official certification of death with or without cause. Adjusted fee aligned with neighboring counties.
Additions	Plastic Sleeves	0.00	$5.00	
	Notary	0.00	$10.00	
	Expedited Service	0.00	$10.00	
Clinic General Clinical Services		Medicare Rates	Unchanged	All clinical visits with provider are adjusted based on a sliding scale established by the Federal Poverty Guidelines.
		Non-Medicare Rates 160% of Medicaid Rate ($163.27)	Unchanged	
Clinic General Lab Services		Medicare Rates	Unchanged	All laboratory services are adjusted based on a sliding scale established by the Federal Poverty Guidelines.
		160% of Medicaid Rate ($163.27)	Unchanged	
Clinic	School Health Physicals (ages 5-18)	New Svc.	$75.00	Comprehensive physical exam for school completed by physician or APRN, completion of required forms, and evaluation of immunization status.
Clinic	Occupational Health Physicals	New Svc.	$95.00	Comprehensive physical exam for work placement completed by physician or APRN, completion of required forms, and evaluation of immunization status.
Clinic	Consultation for Travel Immunizations	New Svc.	$50.00	Medical staff review of immunizations for travel and completion of required forms.
Clinic	Civil Surgeon Refugee Health Physical	New Svc.	$300	Comprehensive physical exam for adjustment of status completed by physician or APRN, completion of required forms, and evaluation of immunization status.

N6

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N6
2023-2143

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Approval of the Governor's reappointment of Aaron Castillo, Patrick Labrada, and Ailton Lopez and the appointment of William Gonzalez and Linda Hinchcliffe to the Monroe County Housing Authority Board of Commissioners.

ITEM BACKGROUND:
Appointments of Commissioners for Housing Authorities in Counties are made by the Governor and approved by the County Commissioners per FS 421.27 (2).

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Certification of Appointment- 2024 Castillo.pdf
Letter of Reappointment from Gov Desantis- Castillo.pdf
Oath of Office Castillo.pdf
Certification of Appointment - 2024 Labrada.pdf
Letter of Re-appointment from Gov Desantis -Labrada.pdf
Oath of Office Fully Executed- Labrada.pdf
Certification of Appointment-2024 Lopez.pdf
Letter from Gov Desantis to Secretary Byrd.pdf
Oath of Office - Lopez.pdf

Certification of Appointment-2024 Gonzalez.pdf
Letter from Gov Desantis to Secretary Byrd -Gonzalez.pdf
Oath of Office- Gonzalez.pdf
Certification of Appointment-2024 Hinchcliffe.pdf
Letter of Appointment from Gov Desantis- Hinchcliffe.pdf
Oath of Office Hinchcliffe.pdf

FINANCIAL IMPACT:
n/a

CERTIFICATION

OF

APPOINTMENT AS COMMISSIONER

OF

MONROE COUNTY HOUSING AUTHORITY
(Section 421.05, Florida Statutes)

Aaron Castillo, of Key West, Florida, is hereby appointed as Commissioner of the Monroe County Housing Authority to serve from January 26, 2024 to September 30, 2025 or until a successor is appointed and qualified.

Dated at Monroe County, Florida this 21st day of February, 2024.

_____
HOLLY RASCHEIN, MAYOR

ATTEST:

_____
KEVIN MADOK, CLERK OF COURT

RON DESANTIS
GOVERNOR

January 26, 2024

Mr. Aaron Castillo
328 Truman Avenue
Key West, Florida 33040

Dear Mr. Castillo:

One of my greatest priorities and responsibilities is the appointment of qualified and ethical individuals to positions throughout the state. With this goal in mind, it is my pleasure to appoint you to the Monroe County Housing Authority. Your appointment is evidence of my utmost confidence in your ability to serve with excellence and distinction.

If your appointment requires any paperwork, please make certain to complete and file it with the appropriate entity. If you have any questions regarding your appointment, please contact the Monroe County Housing Authority.

Congratulations and thank you for your willingness to serve the people of Florida.

Sincerely,

Ron DeSantis
Governor

RD/es

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Monroe

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Monroe County Housing Authority Board Member

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.]

Aaron Jose Castillo

Signature

(Affix Seal Below)

Sworn to and subscribed before me by means of ☒ *physical presence*

Or ☐ *online notarization this* 1st *day of* February, 2024.

BERNARD N. THURSTON JR.
Notary Public - State of Florida
Commission # HH 406852
My Comm. Expires Sep 25, 2027
Bonded through National Notary Assn.

Bernard N. Thurston Jr.

Signature of Officer Administering Oath or of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☑ *or Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☐ Office ☒

328 Truman Avenue

Street or Post Office Box

Key West, FL 33040

City, State, Zip Code

Aaron Jose Castillo

Print Name

Aaron Jose Castillo

Signature

CERTIFICATION

OF

APPOINTMENT AS COMMISSIONER

OF

MONROE COUNTY HOUSING AUTHORITY
(Section 421.05, Florida Statutes)

Patrick Labrada, of Key West, Florida, is hereby appointed as Commissioner of the Monroe County Housing Authority to serve from January 26, 2024 to October 30, 2025 or until a successor is appointed and qualified.

Dated at Monroe County, Florida this 21st day of February, 2024.

_____
HOLLY RASCHEIN, MAYOR

ATTEST:

_____
KEVIN MADOK, CLERK OF COURT

RON DESANTIS
GOVERNOR

January 26, 2024

Mr. Patrick Labrada
15 Emerald Drive
Key West, Florida 33040

Dear Mr. Labrada:

One of my greatest priorities and responsibilities is the appointment of qualified and ethical individuals to positions throughout the state. With this goal in mind, it is my pleasure to appoint you to the Monroe County Housing Authority. Your appointment is evidence of my utmost confidence in your ability to serve with excellence and distinction.

If your appointment requires any paperwork, please make certain to complete and file it with the appropriate entity. If you have any questions regarding your appointment, please contact the Monroe County Housing Authority.

Congratulations and thank you for your willingness to serve the people of Florida.

Sincerely,

Ron DeSantis
Governor

RD/es

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Monroe

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Monroe County Housing Authority Commissioner

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.**]**

Patrick Labrada

Signature

(Affix Seal Below)

Sworn to and subscribed before me by means of ✓ *physical presence*

Or ___ *online notarization this* 2nd *day of* February, *20* 24.

Signature of Officer Administering Oath or of Notary Public

LISSETTE CUERVO CAREY
Commission # HH 347896
Expires January 28, 2027

Lissette Cuervo Carey

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☑ *or Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☒ Office ☐

15 Emerald Drive

Street or Post Office Box

Key West, FL 33040

City, State, Zip Code

Patrick Labrada

Print Name

Patrick Labrada

Signature

CERTIFICATION

OF

APPOINTMENT AS COMMISSIONER

OF

MONROE COUNTY HOUSING AUTHORITY
(Section 421.05, Florida Statutes)

Ailton Lopez, of Key Largo, Florida, is hereby appointed as Commissioner of the Monroe County Housing Authority to serve from January 26, 2024 to August 17, 2024 or until a successor is appointed and qualified.

Dated at Monroe County, Florida this 21st day of February, 2024.

_____
HOLLY RASCHEIN, MAYOR

ATTEST:

_____
KEVIN MADOK, CLERK OF COURT

RON DESANTIS
GOVERNOR

RECEIVED
DEPARTMENT OF STATE
2024 JAN 31 AM 9:44
DIVISION OF ELECTIONS
TALLAHASSEE FL

January 26, 2024

Secretary Cord Byrd
Department of State
R.A. Gray Building, Room 316
500 South Bronough Street
Tallahassee, Florida 32399-0250

Dear Secretary Byrd:

Please be advised I have made the following appointment under the provisions of Section 421.27, Florida Statutes:

Mr. Ailton Lopez
#72 Harry Davis Circle
Key Largo, Florida 33037

as a member of the Monroe County Housing Authority. This appointment is effective January 26, 2024, for a term ending August 17, 2024.

Sincerely,

Ron DeSantis
Governor

RD/es

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Monroe

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Monroe County Housing Authority Commissioner

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.]

Signature

(Affix Seal Below)

Sworn to and subscribed before me by means of ✓ *physical presence*

Or ___ *online notarization, this* 6th *day of* February, *20* 24

LISSETTE CUERVO CAREY
Commission # HH 347896
Expires January 28, 2027

Signature of Officer Administering Oath or of Notary Public

Lissette Cuervo Carey

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☑ *or Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☒ Office ☐

#72 Harry Davis Circle
Street or Post Office Box

Key Largo, FL 33037
City, State, Zip Code

Ailton Lopez
Print Name

Signature

DS-DE 56 (Rev. 09/23)

CERTIFICATION

OF

APPOINTMENT AS COMMISSIONER

OF

MONROE COUNTY HOUSING AUTHORITY
(Section 421.05, Florida Statutes)

William Gonzalez, of Marathon, Florida, is hereby appointed as Commissioner of the Monroe County Housing Authority to serve from January 26, 2024 to October 2, 2024 or until a successor is appointed and qualified.

Dated at Monroe County, Florida this 21st day of February, 2024.

_____
HOLLY RASCHEIN, MAYOR

ATTEST:

_____
KEVIN MADOK, CLERK OF COURT

RON DESANTIS
GOVERNOR

RECEIVED
DEPARTMENT OF STATE
2024 JAN 31 AM 9:44
DIVISION OF ELECTIONS
TALLAHASSEE, FL

January 26, 2024

Secretary Cord Byrd
Department of State
R.A. Gray Building, Room 316
500 South Bronough Street
Tallahassee, Florida 32399-0250

Dear Secretary Byrd:

Please be advised I have made the following appointment under the provisions of Section 421.27, Florida Statutes:

Mr. William Gonzalez
1334 Marlin Drive
Marathon, Florida 33040

as a member of the Monroe County Housing Authority, succeeding Richard Toppino. This appointment is effective January 26, 2024, for a term ending October 2, 2024.

Sincerely,

Ron DeSantis
Governor

RD/es

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Monroe

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Monroe County Housing Authority Commissioner

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.**]**

William Gonzalez

Signature

(Affix Seal Below)

Sworn to and subscribed before me by means of ✓ *physical presence*

Or ___ *online notarization this* 2nd *day of* February, *20* 24

LISSETTE CUERVO CAREY
Commission # HH 347896
Expires January 28, 2027

Signature of Officer Administering Oath or of Notary Public

Lissette Cuervo Carey

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☑ *or Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☒ Office ☐

1334 Marlin Drive

Street or Post Office Box

Marathon, FL 33050

City, State, Zip Code

William Manuel Gonzalez

Print Name

William Gonzalez

Signature

CERTIFICATION

OF

APPOINTMENT AS COMMISSIONER

OF

MONROE COUNTY HOUSING AUTHORITY
(Section 421.05, Florida Statutes)

Linda Hinchcliffe, of Key West, Florida, is hereby appointed as Commissioner of the Monroe County Housing Authority to serve from January 26, 2024 to October 6, 2026 or until a successor is appointed and qualified.

Dated at Monroe County, Florida this 21st day of February, 2024.

_____
HOLLY RASCHEIN, MAYOR

ATTEST:

_____
KEVIN MADOK, CLERK OF COURT

RON DESANTIS
GOVERNOR

January 26, 2024

Mrs. Linda Hinchcliffe
109 Key Haven Road
Key West, Florida 33040

Dear Mrs. Hinchcliffe:

One of my greatest priorities and responsibilities is the appointment of qualified and ethical individuals to positions throughout the state. With this goal in mind, it is my pleasure to appoint you to the Monroe County Housing Authority. Your appointment is evidence of my utmost confidence in your ability to serve with excellence and distinction.

If your appointment requires any paperwork, please make certain to complete and file it with the appropriate entity. If you have any questions regarding your appointment, please contact the Monroe County Housing Authority.

Congratulations and thank you for your willingness to serve the people of Florida.

Sincerely,

Ron DeSantis
Governor

RD/es

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Monroe

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Monroe County Housing Authority Commissioner

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.**]**

Linda Hinchcliffe

Signature

(Affix Seal Below)

Sworn to and subscribed before me by means of ✓ *physical presence*

Or ___ *online notarization this* 6th *day of* February, 2024.

LISSETTE CUERVO CAREY
Commission # HH 347896
Expires January 28, 2027

Signature of Officer Administering Oath or of Notary Public

Lissette Cuervo Carey

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☑ *or Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☐ Office ☒

109 Key Haven Road

Street or Post Office Box

Key West, FL 33040

City, State, Zip Code

Linda Hinchcliffe

Print Name

Linda Hinchcliffe

Signature

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N7
2023-2062

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: SUSTAINABILITY: Authorize a no cost 6-month time extension under amendment no. 2 to planning grant 22PLN66, from the Florida Department of Environmental Protection under the Resilient Florida Grant Program to update the Monroe County Vulnerability Assessment.

ITEM BACKGROUND:
This item authorizes a 6-month no cost time extension to the planning grant under the Resilient Florida Grant 22PLN66 to update the existing Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

PREVIOUS RELEVANT BOCC ACTION:
July 21, 2021: Discussion and direction in the formulation of a grant application strategy for the "Resilient Florida" grant funds this year.

August 18, 2021: Approval of the proposed grant applications for the "Resilient Florida" grant program.

January 18, 2023: Authorize planning grant 22PLN66 for $139,350 from the Florida Department of Environmental Protection under the Resilient Florida Grant Program to update the Monroe County Vulnerability Assessment pursuant to Section 380.093, Florida Statutes.

April 19, 2023: Authorize a $75,000 amendment no. 1 to planning grant 22PLN66, from the Florida Department of Environmental Protection under the Resilient Florida Grant Program, to conduct neighborhood outreach to obtain feedback while updating the Monroe County Vulnerability Assessment.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

6 month time extension

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

3._22PLN66_A2-_Monroe_County_Vulnerability_Assessment_Update__Compliance-_For_Execution.pdf

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FINANCIAL IMPACT:
Effective Date: Upon execution Expiration Date: September 30, 2024
Value of Amendment 2 of Grant: $0
Total Dollar Value of Grant: $214,350
Total Cost to County: None
Current Year Portion: N/A Budgeted: N/A
Source of Funds: Resilient Florida grant program
CPI: N/A
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts: TBD
Revenue Producing: no If yes, amount:
Grant: Yes County Match: No
Insurance Required: No
Additional Details:

AMENDMENT NO. 2
TO AGREEMENT NO. 22PLN66
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment to Agreement No. 22PLN66 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Monroe County Board of County Commissioners (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Monroe County Vulnerability Assessment Update and Compliance (Project), effective February 9, 2023; and,

WHEREAS, the Department has requested an update to the Reimbursement Period in Attachment 2 to begin on July 1, 2021 and end at the expiration of the Agreement; and,

WHEREAS, the Department has requested an update to the Performance Measures and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the Grantee has requested a revision to the scope of work and a reallocation of the budget for the Project; and,

WHEREAS, the Grantee has requested a 6-month extension of the Agreement to complete the tasks in the agreement; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, and Exhibit F following updates from the Office of the General Counsel and Resilient Florida Program; and

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 7. of the Standard Grant Agreement is hereby revised to the following:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements

☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist

3. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

4. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.

5. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

6. Exhibit F, Final Project Report, is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Project Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F, shall hereinafter refer to Exhibit F-1, Revised Final Project Report.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Holly Merrill Raschein, Mayor Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (4 pages)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	J	Common Carrier or Contracted Carrier Attestation Form (1 page)

Approved as to form and legal sufficiency.
Monroe County Attorney's Office 2-4-2024

Cynthia L. Hall

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Terms and Conditions
AGREEMENT NO. 22PLN66

ATTACHMENT 2-B

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Monroe County Vulnerability Assessment Update and Compliance. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 22PLN66

ATTACHMENT 3-B

PROJECT TITLE: Monroe County Vulnerability Assessment Update and Compliance

PROJECT LOCATION: The Project is located within Monroe County, Florida.

PROJECT DESCRIPTION:
Monroe County (Grantee) will complete the Monroe County Vulnerability Assessment Update and Compliance Project (Project) to update the existing Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include the National Oceanic and Atmospheric Administration (NOAA) intermediate low sea level rise projections as well as incorporate the critical assets owned or managed by the County. The Project will also include public outreach activities within key neighborhoods identified during the comprehensive VA.

TASKS AND DELIVERABLES:

Task 1: Public Outreach Meetings

Description: The Grantee will conduct at least four public outreach meetings during the project. The purpose of the first meeting is to inform the public about the data collection stage. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. The Grantee will conduct three subsequent public meetings to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the three subsequent meetings is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following for each meeting:

- **1.1:** Meeting agendas to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **1.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **1.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **1.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community

Task 2: Final Vulnerability Assessment

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related

data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 NOAA intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created through the Exposure Analysis. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon internal comments and outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **2.1:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.;
- **2.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers;
- **2.3:** A final list of critical and regionally significant assets that are impacted by flooding, which must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **2.4:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S. The Final VA Report should also include the following: outline the data compiled and the findings of the gap analysis with recommendations to address the identified data gaps and any actions taken to rectify them, if applicable; and provide details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **2.5:** A signed VA Compliance Checklist Certification.

Task 3: Project Administration

Description: The Grantee will perform project administration, to include project scope of work determination, planning and development of proposed project(s), consultant direction and oversight meetings for overall project coordination and supervision.

Deliverables: The Grantee will submit project administration and management reports signed by the Grantee's Grant Manager, to include a summary of project administration activities, proposed project scopes of work, and meeting minutes with planning professionals and contractors, as applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Public Outreach Meetings	Contractual Services	$42,100	$0	$42,100	7/1/2021	9/30/2024
2	Final Vulnerability Assessment	Contractual Services	$168,250	$0	$168,250	7/1/2021	9/30/2024
3	Project Administration	Contractual Services	$4,000	$0	$4,000	7/1/2021	9/30/2024
		Total:	**$214,350**	**$0**	**$214,350**		

EXHIBIT F-1

DEP AGREEMENT NO. 22PLN66

MONROE COUNTY VULNERABILITY ASSESSMENT UPDATE AND COMPLIANCE

Monroe County Board of County Commissioners

Revised Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N8
2023-2111

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: SUSTAINABILITY: Approval of Amendment no. 3 to the contract with WSP USA Environment & Infrastructure Inc (formerly Wood) for professional mobile LiDAR services for the five municipalities to extend the contract date retroactive from January 31, 2024 to July 31, 2024.

ITEM BACKGROUND:
This item is for approval to enter into an amendment no. 3 to the contract with WSP (formerly Wood) for mobile LiDAR elevation survey services for all five municipalities to provide an extension of time. Work is nearing completion and the municipalities are satisfied with the services to date. Additional time is needed to complete the work due to unforeseen circumstances slightly delaying the work.

PREVIOUS RELEVANT BOCC ACTION:
08/18/21: Approval to advertise for professional mobile LiDAR elevation, surveying and mapping services for roads and facilities in the municipalities to assist in their resilience planning work, to be funded by the municipalities.

01/21/22: Approval to negotiate with top-ranked respondent Wood Environment & Infrastructure Solutions, Inc. for a contract to provide professional mobile LiDAR elevation, surveying and mapping services for roads and facilities in the municipalities to assist in their resilience planning work, to be funded by the municipalities; if necessary, approval to negotiate with next-ranked respondents until an agreement is reached.

June 13, 2023: Approval of Amendment no. 2 to the contract with WSP USA Environment & Infrastructure Inc (formerly Wood) for professional mobile LiDAR services for the five municipalities to extend the contract date from June 15, 2023 to January 31, 2024.

06/15/22: Approval of a contract with Wood Environmental and Infrastructure Solutions, Inc. for $554,000 to provide professional mobile LiDAR elevation, surveying and mapping services for roads and facilities in the five municipalities to assist in their resilience planning work, to be fully funded by

the municipalities.

11/15/22: Approval of a $0 amendment no. 1 to the contract with Wood Environmental and Infrastructure Solutions, Inc. for professional mobile LiDAR services for the five municipalities to change the name to WSP USA Environment & Infrastructure Inc.; retroactive to September 26, 2022.

06/21/23: Approval of Amendment no. 2 to the contract with WSP USA Environment & Infrastructure Inc (formerly Wood) for professional mobile LiDAR services for the five municipalities to extend the contract date from June 15, 2023 to January 31, 2024.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Extension of time from January 2024 to July 2024

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Mobile LiDAR - Amendment No 3 time ext - stamped.pdf

FINANCIAL IMPACT:
Effective Date: January 31, 2024 Expiration Date: July 31, 2024
Dollar Value of Amendment No. 3: $0
Total Dollar Value of Contract: $554,000.
Total Cost to County: $0 Current Year Portion: N/A
Budgeted: N/A Source of Funds: N/A
CPI: No Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: N/A
Revenue Producing: No If yes, amount:
Grant: No County Match: N/A
Insurance Required: Yes Additional Details:

AMENDMENT NO. 3
TO THE CONTRACT
BETWEEN MONROE COUNTY
AND
WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.
FOR
MOBILE LiDAR DATA ELEVATION IN THE MUNICIPALITIES

THIS AMENDMENT NO. 3, dated this 21st day of February 2024, to that Contract dated June 15, 2022 as amended November 15, 2022 under Amendment 1 and June 21, 2023 under Amendment 2 for Development of LiDAR Data Elevation in the Municipalities ("Agreement") by and between Monroe County Board of County Commissioners ("COUNTY") and WSP USA Environment & Infrastructure, Inc. ("WSP") is entered into as follows:

WITNESSETH:

WHEREAS the CONSULTANT is working with the COUNTY and municipalities to complete the mobile LiDAR work outlined in the contract; and

WHEREAS, the municipalities are satisfied with the CONSULTANT'S performance to date; and

WHEREAS, the CONSULTANT has incurred unforeseen circumstances and requires additional time to deliver the data collection and final project report; and

WHEREAS, the COUNTY agrees to extend the AGREEMENT to allow for the completion of work.

NOW, THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and WSP agree as follows:

1. The CONSULTANT agrees to be bound by all of the terms and conditions of the Agreement.

2. The term of the agreement is retroactively extended from January 31, 2024 to July 31, 2024.

3. The CONSULTANT shall complete deliverables as specified in the revised deliverable schedule attached as Exhibit B-2.

4. In all other respects, the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, each party caused this AMENDMENT NO. 3 to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: **KEVIN MADOK,** CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Attest, Witness:

By: _____

Print name: Greg Corning

Date: 02/01/2024

WSP USA EVIRONMENT & INFRASTRUCTURE, INC.

By: _____

Print name: Mark Diblin

Title: Sr. Vice President – FL District Lead - E&E

Date: 02/01/2024

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 2-5-2024

EXHIBIT B -2
DELIVERABLE SCHEDULE

The Contractor shall provide the following items. Items 1-2 shall be provided prior to commencement of field activities:

Task 1: PROJECT SCHEDULE. Contractor shall provide a project schedule outlining the agreed upon schedule that includes the tasks, dates and milestones clearly defined for each municipality. Schedule may be updated throughout the project with municipality approval.
Deliverable: Schedule for each municipality.
Due Date: July 31, 2022

Payment:
- Key West $2,781
- Key Colony Beach $102
- Marathon $1,451
- Layton $46
- Islamorada $1,160

Task 2: QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES. Contractor shall describe the QAQC procedures to be implemented by the Contractor. This includes the techniques to assure complete, efficient, and accurate data collection along with the processes involved with the calibration of the equipment. The procedures shall be approved by the County's LiDAR consultant.
DELIVERABLE: Quality control/quality assurance report for each municipality, approved by COUNTY'S Lidar CONSULTANT.
Due Date: August 31, 2022

Payment:
- Key West $3,139
- Key Colony Beach $115
- Marathon $1,638
- Layton $52
- Islamorada $1,309
-

Task 3: CONTROL SURVEY – Contractor shall provide a control survey that identifies the survey control recovered and the control that was established to support the mobile LiDAR survey collection for each municipality.
Deliverable: Survey report identifying survey control recovered and control established to support mobile LiDAR survey for each municipality.

Payment:
- Key West $121,028
- Key Colony Beach $4,449
- Marathon $63,145
- Layton $1,996

- Islamorada $50,473

Due Date: July 31, 2024

Task 4: MOBILE LIDAR DATA COLLECTION – The Contractor will provide the following items for the accessible municipal maintained roadways listed in the original Appendix A:

- All survey notes and raw survey data, including:
  - Survey Field Book Pages
  - GPS Log and Receiver Files
  - Electronic Field Logs
  - Mark Recovery Forms
  - Pictures of Control
  - Mobile LiDAR Real-time Vehicle Trajectory logs in Excel and KMZ formats

- LAS data, both processed and classified (bare-earth) in LAS v1.2 format
- An ESRI Geodatabase containing Z-enabled feature layers of data layers collected
  - Edge of Roadway – Pavement, Gravel or other surface type
  - Road Centerline
  - Curb – represented as back of curb, top of curb and curb flow line

- FGDC Compliant Metadata
- Mobile mapping trajectory data will be provided for each collection.
  - Google Earth KMZ
  - TerraSolid TRJ File
- All images will be provided in JPEG or a similar format, referenced to the point cloud with date/time imbedded with each image.

The minimum list of features to EXTRACT includes:

- Road Centerline Elevations
- Edge Of Pavement Elevations
- Curbing
- Fences And Guard Rails
- Walls
- Street Trees
- Edge Of Apparent Right Of Way Elevations
- Inlet Elevations (This Means Catch Basins, Etc.)
- Manhole (Also Valve Box) Locations/Elevations
- Signs, Striping, Poles, Guardrails In No Particular Order

The Contractor shall use A MicroStation TIN (GEOPAK or InRoads compatible) model of the roadway surface, and shall perform the following:

- The TIN model will be extracted from break line vertices.
- Break lines will be included in the TIN (road center lines, edge of all paved surfaces, curb/gutter lines, top front and top back of curb and any other areas where break lines are needed to properly define the ground surface).

- The TIN model will be developed for engineering purposes to assure an accuracy of the TIN to <0.05 foot accuracy.

Deliverable:Two sets of the individual data sets will be provided on external hard drive for each municipality. One set shall be provided to the municipality and one set to the County.
Due Date: July 31, 2024

Payment:

- Key West $43,712
- Key Colony Beach $ 1,607
- Marathon $22,807
- Layton $ 721
- Islamorada $18,230

Task 5: FINAL PROJECT REPORT / MANUAL

Final deliverable: Project Report with Executive Summary – 12 hard copies of the Executive Summary and 5 hard copies of the entire project report. Project report will also be provided in Adobe Acrobat PDF format. Project report will outline the process and procedures involved in the project. The data collection strategy, equipment and the methods used to validate accuracy will be described. The software and data formats will also be described.
Due Date: July 31, 2024
Payment:

- Key West $107,449
- Key Colony Beach $ 3,950
- Marathon $ 56,060
- Layton $ 1,771
- Islamorada $ 44,809

N9

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: N9
2023-2165

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: SUSTAINABILITY: Approval to enter into a $88,668 Task Order #7 to the contract with WSP USA Environment and Infrastructure, Inc. for the on-call Category B Canal Infrastructure Engineering Services, for CEI services to oversee the installation of a demonstration injection well on canal #90 in Key Largo, funded by DEP Grant LPA0241-A2.

ITEM BACKGROUND:
This item is to approve entering into a $88,668 Task Order #7 to the WSP USA Environment & Infrastructure Inc. (formerly Wood Environment & Infrastructure Solutions, Inc.) on-call Category B canal infrastructure professional engineering services contract to authorize the CEI services to oversee the restoration on canal 90 in the Hammerpoint neighborhood in Tavernier in Key Largo.

Adventure Environmental, Inc. is the construction contractor performing the construction.

PREVIOUS RELEVANT BOCC ACTION:

08-18-21: Approval to advertise on call professional engineering services for the resilience and canal restoration programs, including Category A - Canal Master Plan Program Planning Services, Category B -Canal Infrastructure Engineering Services for Projects and Category C - Resilience / Environmental Engineering Services.

02-16-22: Approval to enter into a $0 contract with Wood Environment & Infrastructure Solutions, Inc. for on-call professional engineering services for the canal restoration program for the Category B - Canal Infrastructure Engineering Services.

06-15-22: Approval to enter into a $99,796 Task Order #1, to provide CEI services for the canal 25 Key Largo backfill project under the contract with Wood Environment & Infrastructure Solutions, Inc. for on-call professional engineering services for the canal restoration program for the Category B - Canal

Infrastructure Engineering Services, funded by Stewardship grant LPA0249.

06-15-22: Approval to enter into a $173,716.00 Task Order #2, to provide CEI services for the canal 28 Key Largo backfill project under the contract with Wood Environment & Infrastructure Solutions, Inc. for on-call professional engineering services for the canal restoration program for the Category B - Canal Infrastructure Engineering Services, funded by Stewardship grant LPA0241.

11-15-22: Approval to enter into a $0 Amendment #1 to the contract with Wood Environment & Infrastructure Solutions, Inc. for on-call professional engineering services for the Category B - Canal Infrastructure Engineering Services for a name change to WSP USA Environment & Infrastructure Inc.; retroactive to September 26, 2022.

12-07-22: Approval to enter into a $49,166.00 Task Order #3 to the contract with WSP USA Environment & Infrastructure, Inc. (formerly Wood) for on-call professional engineering services for the Category B - Canal Infrastructure Engineering Services for C259 construction engineering and environmental site inspections (CEI), funded by RESTORE Grant RDCGR170099-01-00 and Grant Amendment 1.

12-07-22: Approval to enter into a $100,000 Task Order #4 to the contract with WSP USA Environment & Infrastructure, Inc. for on-call professional engineering services for the Category B - Canal Infrastructure Engineering Services for the design of a canal restoration for Canal 293, funded by DEP Grant SED001

12-15-23: Approval to enter into a $79,973 Task Order #5 to the contract with WSP USA Environment & Infrastructure, Inc. for the on-call Category B – Canal Infrastructure Engineering Services, for CEI services to oversee the installation of two submerged concrete culverts to hydraulically connect canals #475 and #470 on Geiger Key, funded by DEP Grant LPA0249.

09-20-23: Approval to enter into a $59,226 Task Order #6 to the contract with WSP USA Environment & Infrastructure, Inc. for the on-call Category B Canal Infrastructure Engineering Services, for CEI services to oversee the installation of a demonstration injection well on canal #58 in Key Largo and canal #278 in Big Pine Key and to perform pre and post monitoring to evaluate the effectiveness of both, funded by DEP Grant LPA0428.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Task Order #7, to provide CEI services canal 90

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Canal__90_CEI__CEI_Services_-_TO_7_signed_by_vendor.pdf

FINANCIAL IMPACT:
Effective Date: Upon execution Expiration Date: Completion of work
Total Dollar Value of Contract: $650,555

Value of Task Order #7: $88,668.00
Total Cost to County: $0 Current Year Portion: $88,668.00
Budgeted: Grant funded
Source of Funds: DEP Grant #LPA0241-A2
CPI: N/A Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: N/A
Revenue Producing: No If yes, amount:
Grant: No County Match: No
Insurance Required: Yes
Additional Details:

TASK ORDER #7 FOR CATEGORY B ON CALL PROFESSIONAL ENGINEERING SERVICES FOR CANAL RESTORATION SERVICES BETWEEN MONROE COUNTY AND WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR THE CANAL #90 TAVERNIER CANAL BACKFILL RESTORATION PROJECT INCLUDING CONSTRUCTION ENGINEERING INSPECTION AND ADMINSTRATION SERVICES IN, MONROE COUNTY, FLORIDA

In accordance with the Continuing Contract for On Call Professional Engineering Services made and entered on the 16th day of February 2022 and Amendment No.1 dated November 15, 2022 between Monroe County, hereinafter referred to as the "County" and WSP USA Environment & Infrastructure Solutions, Inc. hereinafter referred to as "Consultant" where design services are allowed if construction costs do not exceed $2,000,000.

All terms and conditions of the referenced Contract for On Call Professional Engineering Services apply to the Task Order, unless the Task Order modifies an Article of the Agreement of which will be specifically referenced in this Task Order and the modification shall be precisely described.

WITNESSETH

WHEREAS, canal 90 located between Hilson Court and Ivanhoe Court in Key Largo is rated as "poor" in water quality; and

WHEREAS, the canal was selected based on water quality summary, ease of implementation and permitting, and cost of implementation; and

WHEREAS, a backfilling restoration project is a proven restoration technique that was vetted during the demonstration projects and is anticipated to increase the water quality in the canal; and

WHEREAS, the construction of the project is $1.1 Million.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

Article 1.1 Terms of Agreement:

This Task Order is effective February 21, 2024 and shall expire 60 days after the final deliverable to the County is submitted.

Article II Scope of Basic Services, Paragraph 2.1.1 is amended as follows:

TASK 1: CONSTRUCTION INSPECTIONS AND ADMINISTRATION

The Consultant will provide construction engineering and environmental site inspections and construction administration services for the Canal #90 Backfilling Project. Adventure Environmental, Inc. was selected as the construction contractor for the Canal #90 Project and provided a 120-day construction schedule for completion. Below are the services to be provided:

a) Site Inspections: The Consultant will provide up to eight hours daily site inspections for the in-water work, anticipated 90 days, Monday through Friday during field construction activities and prepare daily work reports showing contractors activities, equipment, maintenance of traffic and environmental compliance.

b) Construction Administration: The Consultant will provide consultation and advice to County regarding the Contractor's performance of the Contract. The Consultant will liaise with the County, homeowners, and other stakeholders as necessary to administer the construction contract.

Deliverable: Construction Engineering and Inspection report (Electronic in PDF format) to document the completion of the project in accordance with the plans, specifications, and permits.

The work will be done in accordance with State grant guidelines and funding from the Florida Keys Stewardship Act Grant LPA0241-A2, attached as Exhibit A.

Article VII, Paragraph 7.1.1 is amended to include the following:

The Consultant shall be paid monthly for time and expenses based on hourly rates and the following not to exceed amounts (except where noted):

Task 1: Construction Inspections and Administration	**$88,668.00**
Total (not to exceed)	**$88,668.00**

IN WITNESS WHEREOF, each party caused the Task Order #7 to be executed by its duly authorized representative.

CONSULTANT:
WSP USA ENVIRONMENT & INFRASTRUCTURE INC.



01/12/2024
Signature Date

WITNESS:



01/12/2024
Signature Date

Florida Water Lead
Title

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

by: _____
Mayor/Chairman

Approved as to form and legal sufficiency:
Monroe County Attorney's Office



EXHIBIT A
LPA0241-A2

AMENDMENT NO. 2
TO AGREEMENT NO. LPA0241
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MONROE COUNTY

This Amendment to Agreement No. LPA0241 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Monroe County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Monroe County Canals #28 and #90 Backfill Restoration Projects (Project), effective October 28, 2021; and,

WHEREAS, $870,999.80 in additional funding for this Project is provided under Line Item 1709 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now $4,513,487.36; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1709 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the parties have agreed to change the payment request schedule in the Agreement; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$4,513,487.36	☑ State ☐ Federal	Keys, GAA LI 1580A, FY 18-19, GR	$132,829.71
	☑ State ☐ Federal	Keys, GAA LI 1660A, FY 19-20, LATF	$38,252.70
	☑ State ☐ Federal	Keys, GAA LI 1613, FY 21-22, GR	$3,412,919.00
	☑ State ☐ Federal	Keys, GAA LI 1669, FY 22-23, GR	$58,486.15
	☑ State ☐ Federal	Keys, GAA LI 1709, FY 23-24, GR	$870,999.80
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$4,513,487.36

2. The following is hereby added to Attachment 1 as Section 8.k.:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

3. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

4. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

MONROE COUNTY

By: _____
Authorized Signature

Craig Cates, Mayor
Print Name and Title

Date: 10/18/2023

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht Date: 2023.11.02 13:37:36 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Sarah Louissaint Digitally signed by Sarah Louissaint Date: 2023.11.02 11:08:19 -04'00'
Sarah Louissaint, DEP Grant Manager

Nathan Jagoda Digitally signed by Nathan Jagoda Date: 2023.11.02 12:57:53 -04'00'
Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 10-2-2023

Cynthia L. Hall

FILED FOR RECORD
2023 NOV 10 PM 2:25
CLK CIR CT
MONROE COUNTY, FLA

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Monroe County Canals #28 and #90 Backfill Restoration Projects

PROJECT LOCATION: The Project will have 2 locations: Canal #28 and Canal #90. Canal #28 (Figure 1) is located within the unincorporated area of Key Largo, Monroe County; Lat/Long (25.1647, -80.3838). Canal #90 (Figure 2) is located within the unincorporated area of Tavernier, Monroe County, Lat/Long (25.0289, -80.5076).

PROJECT BACKGROUND: In 2013, Phase II of the Monroe County Canal Management Master Plan (CMMP) evaluated the conditions of the Keys canals, prioritized the need for water quality improvement, and identified appropriate restoration options for each canal:

- Culvert
- Air Curtain
- Organic Removal
- Backfill

As part of the Canal Restoration Demonstration Program, Florida International University (FIU) assessed the effectiveness of the various technologies implemented by Monroe County and its partners by comparing treated canals against nearby, unaltered controls over a period of three years. Based on data collected during the limited monitoring period, FIU made the following conclusions about the backfill technology:

- *This technique resulted in an immediate change in the canal's water quality by significantly improving the water column's DO content. The decreased water depth allowed light to penetrate to the sediment. As a result, there were measurable increases in benthic vegetation, fish diversity and abundance and inhabitants of the sea walls.*

Since the demonstration canal restorations were proposed by Monroe County, the canal restoration program has grown to include 17 residential canal restoration projects throughout Monroe County.

PROJECT DESCRIPTION: The Canals #28 and #90 are a continuation of the canal restoration program in accordance with the Department of Economic Opportunity (DEO) canal restoration workplan as detailed in the Monroe County 28.20.140 Comprehensive Plan. The projects will be designed to promote flushing in the canal by removing the deep stagnant zones within the canals and promote a viable benthic community which will help to restore the canal waters to State Department of Environmental Protection (FDEP) Dissolved Oxygen standards.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the canal restoration project *and* obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the

final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package(s), publish a public notice(s), solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete the canal restoration project.

Documentation: For each bid, the Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Deliverables: The Grantee will complete the canal restoration project in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$139,557.50	07/01/2021	06/30/2024
2	Bidding and Contractor Selection	Contractual Services	$14,418.00	07/01/2021	06/30/2024
3	Construction	Contractual Services	$4,185,200.66	07/01/2021	06/30/2024
4	Project Management	Contractual Services	$174,311.20	07/01/2021	06/30/2024
Total: $4,513,487.36					

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1. Location Map - Canal #28



Figure 2. Location Map – Canal #90



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects - LI 1613	$3,412,919.00	141115
Amendment 1	Florida Department of Environmental Protection	2018-2019	37.039	Statewide Water Quality Restoration Projects - LI 1580A	$132,829.71	141115
Amendment 1	Florida Department of Environmental Protection	2019-2020	37.039	Statewide Water Quality Restoration Projects - LI 1660A	$38,252.70	141115
Amendment 1	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects - LI 1669	$58,486.15	141115
Amendment 2	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1709	$870,999.80	141115
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$4,513,487.36	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O1
2023-1860

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cynthia Hall (305) 292-3470

AGENDA ITEM WORDING: CAY Report for February 2024.

ITEM BACKGROUND:
Monthly report is attached.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A - Report.

DOCUMENTATION:

MASTER FINES AND COSTS SPREADSHEET AS OF JANUARY 2024.pdf
CAY_report_February_2024.pdf

FINANCIAL IMPACT:
N/A

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE
Oct-23	120,609.32	19,773.86	140,383.18	19,045.00	0.00	159,428.18	159,428.18
Nov-23	44,125.00	8,420.08	52,545.08	7,571.00	0.00	60,116.08	219,544.26
Dec-23	132,918.15	8,594.59	141,512.74	11,767.00	0.00	153,279.74	372,824.00
Jan-24	177,091.24	29,722.05	206,813.29	21,776.27	0.00	228,589.56	601,413.56
Feb-24							
Mar-24							
Apr-24							
May-24							
Jun-24							
Jul-24							
Aug-24							
Sep-24							
2023-2024 TOTALS	**474,743.71**	**66,510.58**	**541,254.29**	**60,159.27**	**0.00**	**601,413.56**	
Oct-22	57,214.27	8,608.46	65,822.73	20,390.00	0.00	86,212.73	86,212.73
Nov-22	11,855.40	4,651.04	16,506.44	7,500.00	0.00	24,006.44	110,219.17
Dec-22	147,198.55	11,875.74	159,074.29	15,880.00	0.00	174,954.29	285,173.46
Jan-23	28,030.40	7,101.91	35,132.31	27,816.00	0.00	62,948.31	348,121.77
Feb-23	140,088.16	12,551.59	152,639.75	10,400.00	0.00	163,039.75	511,161.52
Mar-23	55,575.00	11,225.12	66,800.12	26,620.00	0.00	93,420.12	604,581.64
Apr-23	52,435.40	10,269.59	62,704.99	11,972.00	0.00	74,676.99	679,258.63
May-23	145,240.15	15,838.05	161,078.20	32,869.50	0.00	193,947.70	873,206.33
Jun-23	99,459.41	13,172.25	112,631.66	12,840.70	0.00	125,472.36	998,678.69
Jul-23	35,480.78	9,780.89	45,261.67	29,658.10	0.00	74,919.77	1,073,598.46
Aug-23	227,140.31	18,265.08	245,405.39	21,233.75	0.00	266,639.14	1,340,237.60
Sep-23	53,122.66	12,405.54	65,528.20	23,179.70	0.00	88,707.90	1,428,945.50
2022-2023 TOTALS	**1,052,840.49**	**135,745.26**	**1,188,585.75**	**240,359.75**	**0.00**	**1,428,945.50**	
Oct-21	59,912.50	13,524.56	73,437.06	11,040.00	0.00	84,477.06	84,477.06
Nov-21	83,787.50	13,669.88	97,457.38	12,800.00	0.00	110,257.38	194,734.44
Dec-21	105,174.62	13,502.76	118,677.38	35,500.00	0.00	154,177.38	348,911.82
Jan-22	72,278.49	13,805.11	86,083.60	11,550.00	0.00	97,633.60	446,545.42
Feb-22	78,520.00	17,783.03	96,303.03	9,500.00	0.00	105,803.03	552,348.45
Mar-22	62,252.42	25,894.51	88,146.93	9,755.00	0.00	97,901.93	650,250.38
Apr-22	48,475.30	15,095.90	63,571.20	8,700.00	0.00	72,271.20	722,521.58
May-22	83,298.34	21,472.82	104,771.16	16,608.00	0.00	121,379.16	843,900.74
Jun-22	131,099.35	18,733.10	149,832.45	14,395.00	0.00	164,227.45	1,008,128.19
Jul-22	144,915.38	12,783.99	157,699.37	12,850.00	0.00	170,549.37	1,178,677.56
Aug-22	56,577.48	9,334.51	65,911.99	10,739.75	0.00	76,651.74	1,255,329.30
Sep-22	105,788.10	11,963.67	117,751.77	4,910.00	0.00	122,661.77	1,377,991.07
2021-2022 TOTALS	**1,032,079.48**	**187,563.84**	**1,219,643.32**	**158,347.75**	**0.00**	**1,377,991.07**	
Oct-20	110,118.18	8,468.94	118,587.12	12,000.00	0.00	130,587.12	130,587.12
Nov-20	274,496.96	18,626.30	293,123.26	12,049.00	0.00	305,172.26	435,759.38
Dec-20	371,537.44	21,711.75	393,249.19	24,465.50	0.00	417,714.69	853,474.07
Jan-21	40,231.44	6,155.62	46,387.06	17,477.00	0.00	63,864.06	917,338.13
Feb-21	82,488.84	7,119.61	89,608.45	16,802.40	0.00	106,410.85	1,023,748.98
Mar-21	153,210.14	11,740.03	164,950.17	13,289.33	0.00	178,239.50	1,201,988.48
Apr-21	54,765.14	10,410.67	65,175.81	22,361.00	0.00	87,536.81	1,289,525.29
May-21	133,087.50	13,693.82	146,781.32	38,452.50	0.00	185,233.82	1,474,759.11
Jun-21	108,284.38	11,984.20	120,268.58	14,324.80	0.00	134,593.38	1,609,352.49
Jul-21	48,132.91	12,330.99	60,463.90	16,705.00	0.00	77,168.90	1,686,521.39
Aug-21	95,416.47	17,905.63	113,322.10	16,500.00	0.00	129,822.10	1,816,343.49
Sep-21	834,980.91	34,127.76	869,108.67	17,715.00	0.00	886,823.67	2,703,167.16
2020-2021 TOTALS	**2,306,750.31**	**174,275.32**	**2,481,025.63**	**222,141.53**	**0.00**	**2,703,167.16**	
Oct-19	214,502.00	23,106.65	237,608.65	14,184.24	0.00	251,792.89	251,792.89
Nov-19	106,074.69	13,167.07	119,241.76	38,919.00	0.00	158,160.76	409,953.65
Dec-19	93,199.37	28,049.18	121,248.55	27,080.00	0.00	148,328.55	558,282.20
Jan-20	79,016.84	9,927.40	88,944.24	26,054.50	0.00	114,998.74	673,280.94
Feb-20	105,812.50	12,011.18	117,823.68	13,738.00	0.00	131,561.68	804,842.62
Mar-20	97,165.30	5,403.80	102,569.10	5,000.00	0.00	107,569.10	912,411.72

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE
Apr-20	60,448.51	14,526.09	74,974.60	7,000.00	0.00	81,974.60	994,386.32
May-20	29,800.00	2,856.07	32,656.07	3,834.00	0.00	36,490.07	1,030,876.39
Jun-20	50,271.07	10,607.60	60,878.67	20,400.00	0.00	81,278.67	1,112,155.06
Jul-20	62,323.66	5,395.02	67,718.68	10,612.42	0.00	78,331.10	1,190,486.16
Aug-20	124,395.25	12,106.57	136,501.82	18,872.50	0.00	155,374.32	1,345,860.48
Sep-20	155,989.83	13,770.09	169,759.92	8,368.52	0.00	178,128.44	1,523,988.92
2019-2020 TOTALS	**1,178,999.02**	**150,926.72**	**1,329,925.74**	**194,063.18**	**0.00**	**1,523,988.92**	
Oct-18	253,116.80	18,009.84	271,126.64	6,778.00	0.00	277,904.64	277,904.64
Nov-18	125,598.96	10,889.53	136,488.49	24,794.50	0.00	161,282.99	439,187.63
Dec-18	88,200.00	9,355.32	97,555.32	6,700.00	0.00	104,255.32	543,442.95
Jan-19	69,500.00	6,586.43	76,086.43	11,320.00	0.00	87,406.43	630,849.38
Feb-19	163,410.90	13,655.94	177,066.84	13,031.50	0.00	190,098.34	820,947.72
Mar-19	123,729.53	11,289.45	135,018.98	28,210.00	0.00	163,228.98	984,176.70
Apr-19	117,602.07	10,149.71	127,751.78	30,490.00	0.00	158,241.78	1,142,418.48
May-19	226,445.80	21,179.45	247,625.25	52,601.00	0.00	300,226.25	1,442,644.73
Jun-19	170,542.05	14,618.43	185,160.48	18,602.00	0.00	203,762.48	1,646,407.21
Jul-19	51,927.51	22,316.50	74,244.01	42,935.94	0.00	117,179.95	1,763,587.16
Aug-19	139,884.82	22,736.88	162,621.70	16,000.00	0.00	178,621.70	1,942,208.86
Sep-19	142,855.12	21,742.25	164,597.37	18,699.76	0.00	183,297.13	2,125,505.99
2018-2019 TOTALS	**1,672,813.56**	**182,529.73**	**1,855,343.29**	**270,162.70**	**0.00**	**2,125,505.99**	
Oct-17	91,400.00	5,555.74	96,955.74	0.00	0.00	96,955.74	96,955.74
Nov-17	82,378.03	2,081.75	84,459.78	1,000.00	0.00	85,459.78	182,415.52
Dec-17	221,965.50	10,273.34	232,238.84	2,500.00	0.00	234,738.84	417,154.36
Jan-18	12,258.00	2,411.06	14,669.06	2,549.00	0.00	17,218.06	434,372.42
Feb-18	117,628.00	9,725.40	127,353.40	4,527.00	0.00	131,880.40	566,252.82
Mar-18	131,855.80	5,855.52	137,711.32	8,198.00	0.00	145,909.32	712,162.14
Apr-18	102,294.74	9,032.96	111,327.70	18,776.00	0.00	130,103.70	842,265.84
May-18	234,644.55	12,005.31	246,649.86	12,963.00	0.00	259,612.86	1,101,878.70
Jun-18	159,579.18	15,627.12	175,206.30	7,000.00	0.00	182,206.30	1,284,085.00
Jul-18	178,590.00	12,735.62	191,325.62	9,100.00	0.00	200,425.62	1,484,510.62
Aug-18	305,175.19	25,319.00	330,494.19	8,500.00	0.00	338,994.19	1,823,504.81
Sep-18	194,858.92	11,751.09	206,610.01	10,500.00	0.00	217,110.01	2,040,614.82
2017-2018 TOTALS	**1,832,627.91**	**122,373.91**	**1,955,001.82**	**85,613.00**	**0.00**	**2,040,614.82**	
Oct-16	217,650.79	13,725.86	231,376.65	4,400.00	0.00	235,776.65	235,776.65
Nov-16	227,785.20	19,645.28	247,430.48	5,000.00	0.00	252,430.48	488,207.13
Dec-16	265,695.00	17,792.51	283,487.51	9,614.00	0.00	293,101.51	781,308.64
Jan-17	20,211.00	4,373.92	24,584.92	1,000.00	0.00	25,584.92	806,893.56
Feb-17	75,765.37	8,548.48	84,313.85	0.00	0.00	84,313.85	891,207.41
Mar-17	148,287.86	12,850.64	161,138.50	5,430.00	0.00	166,568.50	1,057,775.91
Apr-17	44,886.86	8,739.36	53,626.22	6,500.00	0.00	60,126.22	1,117,902.13
May-17	99,402.60	12,369.67	111,772.27	5,850.00	0.00	117,622.27	1,235,524.40
Jun-17	78,697.00	9,474.69	88,171.69	8,402.00	0.00	96,573.69	1,332,098.09
Jul-17	89,965.00	12,458.67	102,423.67	2,000.00	0.00	104,423.67	1,436,521.76
Aug-17	216,371.93	10,646.72	227,018.65	5,781.00	0.00	232,799.65	1,669,321.41
Sep-17	0.00	0.00	0.00	0.00	0.00	0.00	1,669,321.41
2016-2017 Totals	**1,484,718.61**	**130,625.80**	**1,615,344.41**	**53,977.00**	**0.00**	**1,669,321.41**	
Oct-15	61,426.72	10,511.57	71,938.29	7,750.00	0.00	79,688.29	79,688.29
Nov-15	48,354.30	11,793.36	60,147.66	4,973.00	0.00	65,120.66	144,808.95
Dec-15	62,632.50	6,632.92	69,265.42	2,000.00	0.00	71,265.42	216,074.37
Jan-16	107,268.81	9,832.65	117,101.46	3,950.00	0.00	121,051.46	337,125.83
Feb-16	51,280.56	4,053.38	55,333.94	5,700.00	0.00	61,033.94	398,159.77
Mar-16	90,377.88	9,444.40	99,822.28	3,500.00	0.00	103,322.28	501,482.05
Apr-16	195,134.49	9,909.37	205,043.86	11,950.00	0.00	216,993.86	718,475.91
May-16	116,788.89	10,038.53	126,827.42	5,750.00	0.00	132,577.42	851,053.33
Jun-16	76,766.16	15,398.33	92,164.49	5,450.00	0.00	97,614.49	948,667.82
Jul-16	55,079.02	7,142.74	62,221.76	3,000.00	0.00	65,221.76	1,013,889.58
Aug-16	56,431.52	8,022.33	64,453.85	2,255.00	0.00	66,708.85	1,080,598.43
Sep-16	76,726.41	9,679.07	86,405.48	8,400.00	0.00	94,805.48	1,175,403.91
2015-2016 Totals	**998,267.26**	**112,458.65**	**1,110,725.91**	**64,678.00**	**0.00**	**1,175,403.91**	

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE
Oct-14	54,290.83	10,089.61	64,380.44	2,000.00	0.00	66,380.44	66,380.44
Nov-14	6,937.50	2,320.91	9,258.41	5,293.00	0.00	14,551.41	80,931.85
Dec-14	32,966.67	5,214.20	38,180.87	8,604.00	0.00	46,784.87	127,716.72
Jan-15	3,591.67	1,707.54	5,299.21	4,500.00	0.00	9,799.21	137,515.93
Feb-15	57,802.61	9,142.24	66,944.85	5,537.40	0.00	72,482.25	209,998.18
Mar-15	68,916.67	6,091.97	75,008.64	8,060.00	0.00	83,068.64	293,066.82
Apr-15	50,862.50	3,932.05	54,794.55	8,665.00	0.00	63,459.55	356,526.37
May-15	38,366.66	5,229.36	43,596.02	9,666.30	0.00	53,262.32	409,788.69
Jun-15	25,259.58	7,955.08	33,214.66	4,830.00	0.00	38,044.66	447,833.35
Jul-15	68,735.00	9,488.79	78,223.79	10,450.00	0.00	88,673.79	536,507.14
Aug-15	27,778.66	6,091.43	33,870.09	8,707.10	0.00	42,577.19	579,084.33
Sep-15	44,422.72	5,214.04	49,636.76	9,125.00	0.00	58,761.76	637,846.09
2014-2015 Totals	**479,931.07**	**72,477.22**	**552,408.29**	**85,437.80**	**0.00**	**637,846.09**	
Oct-13	35,349.96	3,466.03	38,815.99	7,525.00	0.00	46,340.99	46,340.99
Nov-13	30,809.25	4,138.09	34,947.34	3,250.00	0.00	38,197.34	84,538.33
Dec-13	27,691.63	4,865.47	32,557.10	6,150.00	0.00	38,707.10	123,245.43
Jan-14	41,804.65	1,752.21	43,556.86	3,000.00	0.00	46,556.86	169,802.29
Feb-14	51,544.58	5,485.34	57,029.92	4,000.00	0.00	61,029.92	230,832.21
Mar-14	28,856.45	5,053.71	33,910.16	4,000.00	0.00	37,910.16	268,742.37
Apr-14	22,908.66	5,418.39	28,327.05	8,500.00	0.00	36,827.05	305,569.42
May-14	8,691.99	3,152.10	11,844.09	10,558.00	0.00	22,402.09	327,971.51
03/19/2014 BOCC ADOPTED POLICY TO PROCEED WITH COLLECTIONS THROUGH LEGAL ACTION (RESO 057-2014)							327,971.51
Jun-14	79,184.00	14,272.72	93,456.72	7,000.00	0.00	100,456.72	428,428.23
Jul-14	12,108.94	6,453.84	18,562.78	7,500.00	0.00	26,062.78	454,491.01
Aug-14	11,275.03	2,842.32	14,117.35	4,994.00	0.00	19,111.35	473,602.36
Sep-14	53,768.00	8,782.68	62,550.68	8,196.40	0.00	70,747.08	544,349.44
2013-2014 Totals	**403,993.14**	**65,682.90**	**469,676.04**	**74,673.40**	**0.00**	**544,349.44**	
Oct-12	39,950.54	6,278.67	46,229.21	7,250.00	990.00	54,469.21	54,469.21
Nov-12	17,416.97	1,461.55	18,878.52	3,700.00	720.00	23,298.52	77,767.73
Dec-12	56,966.98	9,203.80	66,170.78	3,500.00	270.00	69,940.78	147,708.51
Jan-13	30,599.96	7,206.40	37,806.36	3,880.00	450.00	42,136.36	189,844.87
Feb-13	29,600.30	6,145.60	35,745.90	3,500.00	270.00	39,515.90	229,360.77
Mar-13	15,821.30	4,406.98	20,228.28	5,200.00	270.00	25,698.28	255,059.05
Apr-13	27,074.31	3,678.13	30,752.44	3,000.00	810.00	34,562.44	289,621.49
May-13	32,386.69	5,795.00	38,181.69	4,000.00	450.00	42,631.69	332,253.18
Jun-13	14,466.64	2,912.69	17,379.33	3,000.00	360.00	20,739.33	352,992.51
Jul-13	25,166.66	2,245.54	27,412.20	6,313.60	90.00	33,815.80	386,808.31
Aug-13	32,566.64	1,450.56	34,017.20	5,800.00	0.00	39,817.20	426,625.51
Sep-13	51,324.96	3,330.80	54,655.76	3,750.00	0.00	58,405.76	485,031.27
2012-2013 Totals	**373,341.95**	**54,115.72**	**427,457.67**	**52,893.60**	**4,680.00**	**485,031.27**	
Oct-11	64,020.50	6,892.20	70,912.70	3,500.00	2,430.00	76,842.70	76,842.70
Nov-11	8,800.00	3,386.36	12,186.36	2,000.00	1,170.00	15,356.36	92,199.06
Dec-11	3,550.00	2,635.70	6,185.70	2,500.00	1,800.00	10,485.70	102,684.76
Jan-12	21,300.00	4,725.41	26,025.41	3,000.00	1,620.00	30,645.41	133,330.17
Feb-12	28,546.66	3,695.38	32,242.04	1,800.00	1,440.00	35,482.04	168,812.21
Mar-12	31,925.00	5,516.99	37,441.99	3,500.00	1,620.00	42,561.99	211,374.20
Apr-12	36,696.66	2,693.08	39,389.74	4,000.00	1,800.00	45,189.74	256,563.94
May-12	65,617.33	6,176.11	71,793.44	4,060.00	1,530.00	77,383.44	333,947.38
Jun-12	5,217.00	667.39	5,884.39	2,000.00	810.00	8,694.39	342,641.77
Jul-12	28,433.32	6,782.45	35,215.77	1,590.00	1,080.00	37,885.77	380,527.54
Aug-12	7,917.30	9,126.20	17,043.50	4,745.00	630.00	22,418.50	402,946.04
Sep-12	15,350.00	600.79	15,950.79	2,000.00	720.00	18,670.79	421,616.83
2011-2012 Totals	**317,373.77**	**52,898.06**	**370,271.83**	**34,695.00**	**16,650.00**	**421,616.83**	
Oct-10	28,433.00	5,430.21	33,863.21	0.00	0.00	33,863.21	33,863.21
Nov-10	28,234.78	4,972.51	33,207.29	1,000.00	2,070.00	36,277.29	70,140.50
Dec-10	36,730.68	3,159.63	39,890.31	9,800.00	2,160.00	51,850.31	121,990.81
Jan-11	42,444.08	5,188.79	47,632.87	5,405.00	1,980.00	55,017.87	177,008.68
Feb-11	26,727.00	5,126.63	31,853.63	3,220.00	2,060.00	37,133.63	214,142.31
Mar-11	55,517.56	9,022.78	64,540.34	14,283.00	3,240.00	82,063.34	296,205.65
Apr-11	20,201.00	5,076.11	25,277.11	1,500.00	2,340.00	29,117.11	325,322.76
May-11	19,470.50	5,792.91	25,263.41	2,500.00	3,960.00	31,723.41	357,046.17
Jun-11	19,154.96	6,489.46	25,644.42	3,000.00	2,880.00	31,524.42	388,570.59
Jul-11	17,625.00	2,691.82	20,316.82	1,500.00	1,710.00	23,526.82	412,097.41

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE
Aug-11	58,432.00	5,282.78	63,714.78	3,000.00	3,330.00	70,044.78	482,142.19
Sep-11	20,700.00	4,253.46	24,953.46	2,000.00	2,340.00	29,293.46	511,435.65
2010-2011 Totals	**373,670.56**	**62,487.09**	**436,157.65**	**47,208.00**	**28,070.00**	**511,435.65**	
Oct-09	2,605.25	2,197.76	4,803.01	0.00	1,950.00	6,753.01	6,753.01
Nov-09	24,337.98	2,518.11	26,856.09	0.00	1,620.00	28,476.09	35,229.10
Dec-09	17,897.58	2,459.76	20,357.34	0.00	2,320.00	22,677.34	57,906.44
Jan-10	24,351.33	1,929.51	26,280.84	0.00	1,800.00	28,080.84	85,987.28
Feb-10	1,191.33	1,368.20	2,559.53	0.00	1,260.00	3,819.53	89,806.81
Mar-10	5,621.83	3,705.74	9,327.57	500.00	2,760.00	12,587.57	102,394.38
Apr-10	4,500.00	8,299.61	12,799.61	1,000.00	2,950.00	16,749.61	119,143.99
May-10	29,587.00	3,703.34	33,290.34	2,000.00	2,820.00	38,110.34	157,254.33
Jun-10	16,608.36	5,017.01	21,625.37	10,070.00	1,890.00	33,585.37	190,839.70
Jul-10	5,583.00	4,096.95	9,679.95	2,500.00	1,350.00	13,529.95	204,369.65
Aug-10	15,866.00	5,164.69	21,030.69	13,068.80	2,250.00	36,349.49	240,719.14
Sep-10	35,556.50	2,375.07	37,931.57	0.00	0.00	37,931.57	278,650.71
2009-2010 Totals	**183,706.16**	**42,835.75**	**226,541.91**	**29,138.80**	**22,970.00**	**278,650.71**	
Oct-08	8,226.62	893.85	9,120.47	0.00	2,610.00	11,730.47	11,730.47
Nov-08	4,047.50	153.22	4,200.72	0.00	2,340.00	6,540.72	18,271.19
Dec-08	6,768.75	2,091.65	8,860.40	0.00	2,700.00	11,560.40	29,831.59
Jan-09	1,000.00	667.86	1,667.86	0.00	2,770.00	4,437.86	34,269.45
Feb-09	31,413.26	1,493.71	32,906.97	0.00	2,070.00	34,976.97	69,246.42
Mar-09	21,275.00	1,082.51	22,357.51	0.00	2,770.00	25,127.51	94,373.93
Apr-09	7,996.37	531.28	8,527.65	0.00	2,830.00	11,357.65	105,731.58
May-09	101,604.72	5,039.96	106,644.68	0.00	2,170.00	108,814.68	214,546.26
Jun-09	15,682.82	4,887.75	20,570.57	0.00	1,980.00	22,550.57	237,096.83
Jul-09	25,378.25	1,999.07	27,377.32	0.00	1,710.00	29,087.32	266,184.15
Aug-09	21,447.00	3,303.99	24,750.99	0.00	1,610.00	26,360.99	292,545.14
Sep-09	12,252.82	2,744.00	14,996.82	0.00	1,440.00	16,436.82	308,981.96
2008-2009 Totals	**257,093.11**	**24,888.85**	**281,981.96**	**0.00**	**27,000.00**	**308,981.96**	
Oct-07	7,570.00	725.00	8,295.00	0.00	50.00	8,345.00	8,345.00
Nov-07	6,500.50	500.00	7,000.50	0.00	1,350.00	8,350.50	16,695.50
Dec-07	1,660.35	618.50	2,278.85	0.00	1,980.00	4,258.85	20,954.35
Jan-08	1,657.00	100.00	1,757.00	0.00	2,610.00	4,367.00	25,321.35
Feb-08	9,000.00	300.00	9,300.00	0.00	2,250.00	11,550.00	36,871.35
Mar-08	33,105.50	400.00	33,505.50	0.00	2,880.00	36,385.50	73,256.85
Apr-08	3,118.50	738.53	3,857.03	0.00	3,510.00	7,367.03	80,623.88
May-08	8,425.00	526.04	8,951.04	0.00	3,140.00	12,091.04	92,714.92
Jun-08	14,100.00	170.71	14,270.71	0.00	3,960.00	18,230.71	110,945.63
Jul-08	1,350.00	135.02	1,485.02	0.00	2,230.00	3,715.02	114,660.65
Aug-08	8,000.00	600.00	8,600.00	0.00	2,980.00	11,580.00	126,240.65
Sep-08	6,212.50	200.83	6,413.33	0.00	2,250.00	8,663.33	134,903.98
2007-2008 Totals	**100,699.35**	**5,014.63**	**105,713.98**	**0.00**	**29,190.00**	**134,903.98**	
Oct-06	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nov-06	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dec-06	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jan-07	10,918.00	1,500.00	12,418.00	0.00	0.00	12,418.00	12,418.00
Feb-07	1,500.00	1,823.55	3,323.55	0.00	0.00	3,323.55	15,741.55
Mar-07	2,150.00	1,001.95	3,151.95	0.00	0.00	3,151.95	18,893.50
Apr-07	4,017.70	902.70	4,920.40	0.00	0.00	4,920.40	23,813.90
May-07	21,060.00	900.00	21,960.00	0.00	0.00	21,960.00	45,773.90
Jun-07	1,250.00	3,585.00	4,835.00	0.00	0.00	4,835.00	50,608.90
Jul-07	8,399.98	1,207.50	9,607.48	0.00	0.00	9,607.48	60,216.38
Aug-07	7,640.00	1,600.00	9,240.00	0.00	0.00	9,240.00	69,456.38
Sep-07	12,157.00	1,000.00	13,157.00	0.00	0.00	13,157.00	82,613.38
2007 Totals	**69,092.68**	**13,520.70**	**82,613.38**	**0.00**	**0.00**	**82,613.38**	

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein District 5
Mayor Pro Tem Holly James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Robert B. Shillinger, County Attorney**
Pedro J. Mercado, Senior Assistant County Attorney**
Cynthia L. Hall, Senior Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
Derek V. Howard, Senior Assistant County Attorney**
Peter H. Morris, Assistant County Attorney**
Patricia Eables, Assistant County Attorney
Joseph X. DiNovo, Assistant County Attorney**
Kelly M. Dugan, Assistant County Attorney
Christina Cory, Assistant County Attorney
Nathalia Archer, Assistant County Attorney

** Board Certified in City, County & Local Government Law

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
Phone (305) 292-3470
Fax (305) 292-3516

To: Mayor & Commissioners
From: Bob Shillinger, County Attorney
Date: February 6, 2024
Re: February 2024 County Attorney Report

Closed Sessions at the February Meeting

(None)

New Cases

1. 601 Cuda Properties, LLC v. Monroe County & South Fla. Water Management District, Case No. 3D23-118 (L.T. Case No. 2023-066-DAO-ERP). 601 Cuda Properties, LLC, a property owner in the Upper Keys, has appealed from an Order issued on 12/21/23 by the Governing Board of the South Florida Water Management District, dismissing a petition for a formal administrative proceeding filed by 601 Cuda Properties, on the grounds that the petition was untimely. 601 Cuda Properties had filed the petition opposing the issuance of an Environmental Resource Permit to Monroe County, authorizing the use of sovereign submerged lands to repair the Rock Harbor Breakwater and install an air bubble curtain and seaweed gate. The appeal was filed on 1/18/24.

Cases of Interest at Trial Court Level

2. Peter & Olivia Poto v. Monroe County/Monroe County v. Jane Gilbert Trust, 22-CA-709-K, quiet title and specific performance action by buyers of a property where seller had sold development rights to one lot and entered into a unity of title as part of the County's Less than Fee program. The County answered and filed a counterclaim against the Potos and a cross-claim against the seller, Jane Gilbert. **Depositions are being rescheduled for March to give the parties an opportunity to try and resolve this matter.**

3. Largo 89, LLC & AJC Berna Properties, LLC v. FDEP & Monroe County, 23CA216P. Owners of two lots adjacent to the terminus of Kay Drive in Key Largo sued for declaratory relief and nuisance seeking to compel FDEP to issue a Certificate of Recordable Deed. The BOCC denied Owners' road abandonment petition on 3/16/22 because it cut off water access to the public in violation of the Code. A hearing on Plaintiffs motion for summary judgment has not been scheduled yet.

4. Roy's Trailer Park v. Noel & Monroe County, 19-CA-175-K. Declaratory Judgment suit filed by Roy's against County as part of its eviction suit against its tenant. County counterclaim against the trailer park and the park residents, seeking an injunction prohibiting occupancy at the park until serious fire and life safety issues have been addressed, appointment of a receiver, and declaratory relief to determine whether the owner or tenants are responsible for the code violations. The park owner submitted an application to the Planning Department to redevelop the park for affordable housing. The Planning Commission hearing was held on 12/14/22. Next step: public hearing on the owner's application to be presented to the BOCC.

5. Monroe County v. Sugarloaf VFD, Inc. & Sugarloaf Wi-Fi, Inc., 17-CA-631-K. The County sued both SVFD and Wi-Fi to invalidate a lease between SVFD and Wi-Fi on the grounds that SVFD had not approved the lease in an open meeting. The County prevailed and the lease was invalidated. Wi-Fi has a separate suit pending against the SVFD that is holding up the transfer of the property to the County. At Wi-Fi's request, Fortress Secured, LLC submitted a public private partnership (P3) proposal that would serve as the basis for settlement. On 1/18/23, the BOCC approved an interim agreement with Fortress Secured, LLC to design, build and finance a replacement fire station on Sugarloaf Key at the current location of the Sugarloaf Volunteer Fire Department Station #10. A final agreement would resolve all related claims and result in a transfer of the property to the County.

6. Burkhardt v. Monroe County, 22-CA-293-K. Plaintiff sued seeking to declare whether Plaintiff has a right to engage in commercial fishing uses on his Big Pine Key property. The complaint also sought to invalidate the Habitat Conservation Plan and Incidental Take Permit issued by USFWS. On 1/17/23, the County filed its answer to the amended complaint. The parties are currently engaged in discovery.

7. Jay Archbell PA v. Buirley, Monroe County, et al., 23-CA-108-K. The County previously settled its claim against Jay Archbell, PA (the property owner) for a reduced amount of code liens. The property appears to have some owners outside the chain of title. Archbell then sued prior owners Kenneth and Anita Lynn Buirley, the County, and others, to quiet title. The County filed its Answer on 5/30/23.

8. Maschal et al. v. Monroe County and FKAA, 19-CA-186-K. Suit by 12 individuals seeking similar relief to the Delaney lawsuit, which the County and FKAA won. The Court dismissed the case on 4/4/22 but the Third DCA remanded the case with instructions to allow Plaintiffs to file one single amended complaint. Plaintiffs filed their Amended Complaint on 8/17/23. The County and FKAA filed answers on 9/1/23 and a joint Counterclaim for injunctive relief, compelling the property owner plaintiffs to connect to the wastewater system. **Plaintiffs motion for summary judgment will be heard on 4/2/24. Defendants anticipate filing a counter-motion for summary judgment. Trial @ September 2024**

Appellate Cases of Interest

9. Shands v. City of Marathon, 3d DCA21-1987. This is a long running takings case involving an offshore island located within the City of Marathon. On 5/3/23, the Third DCA reversed a trial court decision in favor of the City and, in doing so, created a new hybrid species of inverse condemnation claim that, if left unchecked, could have dire consequences for the growth management policies governing the Florida Keys Areas of Critical State Concern. On 6/2/23, the County and the Village of Islamorada filed an amicus brief in support of Marathon's Motion for Rehearing, Rehearing *en banc*, and for Certification to the Florida Supreme Court. The City's motion for rehearing remains pending.

10. Ray Rey & Ramille Rey v. Monroe County, 22-AP-2-P. On 3/1/22, the owners filed a notice of appeal of the Final Order of the Special Magistrate that found them in violation due to improvements to a nonconforming lower enclosure. Briefing is complete. Awaiting a ruling or the scheduling of oral argument. While the appeal has been pending, the owners achieved compliance and sought and obtained a fine reduction pursuant to an Order Imposing Fine entered by the Special Magistrate on 1/30/24.

11. Sunset Garden Estate Land Trust v. Monroe County, 19-CA-460-P, 3D23-1368. Property owner sued claiming that various state laws including the Right to Farm Act, preempt the County's land development regulations. The County filed a counterclaim for declaratory and injunctive relief. On 7/11/23, the Court granted Plaintiffs' motion for summary judgment, denied the County's motion for summary judgment, and entered judgment for the Plaintiffs. The County appealed to the Third DCA. **The County filed its initial brief on 12/14/23. Appellee Sunset Garden Estate Land Trust has until 2/9/24 to file its Answer Brief.**

Administrative Law Cases

12. 6-7-8 US 1, LLC v. Monroe County Planning Department. On 5/7/21, the property owner filed an appeal to the Planning Commission of the Department's 4/7/21 letter of understanding regarding the attempted use of storage/shipping containers at its Key Largo property. The Department determined that the storage/shipping containers used for commercial storage at the property were not subject to the property owner's conditional use approval or building permit for the parcel; are structures that require a permit and compliance with the Comprehensive Plan, LDC, Chapter 6 of the County Code, the Florida Building Code, local and FEMA flood regulations; and constitute non-residential floor area as defined in the LDC and are subject to NROGO. The owner's appeal of the Department's analysis and conclusions was heard at the Planning Commission's November meeting. The Planning Commission affirmed on a vote of 3-2. **Time for an appeal will start once PC Chair signs resolution memorializing the vote.**

13. Realty, LLC v. Monroe County. On 1/31/24, the owner of property located at 31 Baker Road, Ocean Reef, Florida (00573670-003100) filed an application for a beneficial use determination alleging that a 5/26/23 wetlands determination results in a developable area that precludes the development of a single-family residence. The owner is seeking the ability to build a residence as the form of relief. In order to be entitled to beneficial use relief, the owner must establish that the application of the County's land development regulations has caused a taking of the property. The application will be referred to a special magistrate who will issue a recommendation to the BOCC.

Vacation Rental Cases

14. Lachlan, LLC, et. al. v. Monroe County, et. al., 23-CA-104-K. On 2/17/23, the Coral Hammock owners involved in 20-AP-11-K (Coral Hammock Rental et al. v Monroe County) filed a mandamus complaint seeking to compel the Planning Department to process their applications for exemptions to the annual vacation rental permit requirement (the Department informed the owners that the applications would be held in abeyance pending certiorari review in the Third District). On 4/20/23, the County filed its answer to the complaint. Opposing counsel stated on 1/23/24 he agreed that a voluntary dismissal seemed appropriate in light of the fact that the Department has been processing applications for exemptions. Awaiting filing of a notice of voluntary dismissal.

Class Action Lawsuits where Monroe County is a Party

15. Monroe County v. 3M, et al., 22-CA-618-K/2:22-cv-03680-RMG, consolidated into 2:18-mn-02873-RMG: On 9/9/2022, Monroe County filed suit against manufacturers of aqueous film-forming foam (AFFF) containing per- and polyfluoroalkyl substances (PFAS) to recover damages for investigation, remediation, removal, disposal, treatment and monitoring of water and soil created by defendants' products. PFAS had been detected at the Monroe County Fire Training Academy on Grassy Key. On 10/7/22, defendants removed the case to the U.S. District Court for the Southern District of Florida. On 10/26/22, the County's case was transferred and consolidated with other similar cases in the Multi District Litigation (MDL) case pending in the District of South Carolina before Hon. Richard M. Gergel.

Constitutional Officer Cases

16. The Supervisor of Elections, Joyce Griffin, is currently involved in several litigation matters in which she has been previously served and/or has received notice of other cases which have been filed but not yet been served on her. The cases challenge various Florida Statutes regarding election legislation and voter registration. Griffin and other SOEs retained outside counsel, but the County Attorney's office is assisting in the defense of each case. Current pending matters are as follows with the cases being at various stages of litigation:

    A) League of Women Voters of FL v. Sec'y of State Lee, Joyce Griffin, et al, 4:21-cv-00186; USDC/NDFL, 11th Cir. Ct. App. Case No. 22-11143.

B) Above case consolidated with NAACP of FL v. Sec'y of State Lee, Joyce Griffin, et al, 4:21-cv-00187, USDC/NDFL, 11th Cir. Ct. App. Case No. 22-1114; Florida Rising Together, v. Sec'y of State Lee, Joyce Griffin, et al, 4:21-cv-201, USDC/NDFL, 11th Cir. Ct. App. Case No. 22-11143; and Harriet Tubman Freedom Fighters, et al v. Laurel M. Lee, et al, No. 4:21-cv-00-242-MW-MAF, 11th Cir. Ct. App. 22-11133.

C) Vote.org v. Byrd, Joyce Griffin, et al, No. 4:23-cv-00111 (N.D. Fla.); USDC/NDFL, 11th Cir. Ct. Appt. Case No. 23-13727.

D) NAACP v. Byrd, Joyce Griffin, et al, No. 23-cv-215 (N. D. Fla.).

E) Florida Rights Restoration Coalition v. DeSantis, Joyce Griffin, et al., No. 1:23-cv-22688 (S.D. Fla.).

Tort and Employment Law Cases

17. The County Attorney's Office is defending the following other personal injury, property damage and employment law cases not referenced above:

Katzenstein v. Monroe County, 20-CA-177-P	Personal injury

Foreclosure Actions

18. The County Attorney's Office is currently prosecuting a total of 33 cases to foreclose or otherwise enforce on County code compliance liens. The Office is also currently defending 6 mortgage foreclosure cases, where the County holds an interest in the property, usually as a result of an inferior code compliance lien.

Other Matters of Interest

19. **Code Collections**. During January 2024, County Attorney and Code Compliance staff collected $206,813.29 in code compliance fines and costs. Cumulatively through the first four months of FY24, staff has collected $601,413.56 in fines and costs, including after-the-fact fees. A chart showing code collections is attached.

20. **Vacation Rental Prosecutions.** Five vacation rental cases were heard at the January 2024 code hearing. All five properties were in compliance prior to the hearing. The Special Magistrate issued one-time fines as follows: CE23090009: $3000; CE23100043: $6400; CE23110002: $10,000; CE23110004: $5000. The Special Magistrate took one case under advisement and has yet to issue a final order.

Risk Management

21. **Risk Management activity and policy renewals.**

Agenda Items approved by Risk in January 2024: 94

(No policy renewals)

Public Records

22. Public records activity in January 2024:

Monroe County, Public Records Performance Report

January 1, to January 31, 2024 All Departments

277 Requests Received

286 Requests Closed

2 Day(s) to Fulfillment

(Median days required to fulfill request in reporting Period)

The County Attorney's Office fulfilled 166 of the

received requests. Below is a breakdown of requests processed by each department.

(NOTE: some requests have more than one department assigned thus the number can add up to more than 277 or 286)

Building	New	117	Closed	125
Code Compliance	New	34	Closed	39
County Attorney	New	61	Closed	64
County Attorney (Building Requests)	New	104	Closed	102
Planning	New	33	Closed	41
MCFR	New	7	Closed	7
OMB	New	4	Closed	4
HR	New	3	Closed	3

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O2
2023-2085

BULK ITEM: No **DEPARTMENT:** County Attorney

TIME APPROXIMATE: **STAFF CONTACT:** Kelly Dugan

AGENDA ITEM WORDING: Authorization to initiate litigation against FRANCYS M. HELLIESEN and her property, Vacant Land Bigonia Dr., Big Pine Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from code compliance case number CE20010022.

ITEM BACKGROUND:

CE20010022: This property has been the subject of a code compliance case for vegetation in canals (not compliant). The fines total $28,600.00 as of January 18, 2024 and will continue to accrue at $100.00 per day, until compliance is achieved.

A hearing was scheduled for January 26, 2023 and the property owner was not present. The Special Magistrate found the property in violation and ordered a compliance date of April 6, 2023. The County's lien was recorded on April 21, 2023. A subsequent hearing was held on October 26, 2023 and the property owner was not present. The Special Magistrate found the property remained in violation and granted the County's motion to proceed with collections. The code case remains open for non-compliance and failure to pay outstanding fines and costs.

The Monroe County Property Appraiser lists the Just Market Value as $59,795. The property is not homesteaded and there is no mortgage recorded. There are no pending foreclosure actions at this time, however there is a title issue that will need to be resolved before the property could be acquired.

Under the policy adopted in Resolution 057-2014 the available legal options in regard to the County's lien on this property are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and/or writ of execution;

2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Release the lien.

Additionally, the title issue may warrant the County initiating a probate action in order to resolve ownership.

County staff recommends initiating litigation (option 1) against the property owners for injunction, foreclosure, money judgment and/or writ of execution. County staff also recommends approving the initiation of a probate action.

PREVIOUS RELEVANT BOCC ACTION:

Approval of Resolution No. 057-2014 on March 19, 2014 adopting "ATTACHMENT A" as Procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief for non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

AIS Supporting docs CE20010022 Helliesen.pdf
Resolution 057-2014 LIEN PROCESS.pdf

FINANCIAL IMPACT:
148–50001 Growth Management Admin - $2,500.00

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,

Petitioner,

vs.

FRANCYS M. HELLIESEN,

Respondent(s).

Case No.: **CE20010022**

ORDER AUTHORIZING FORECLOSURE AND/OR MONEY JUDGMENT

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this **26th** day of **October**, 2023, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / **first class U.S. mail** to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office and/or Authorized Representative, **N/A** on this **27th** day of **October**, 2023.

Nicole Petrick, Liaison

MONROE COUNTY CODE COMPLIANCE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE20010022
Property Location: VACANT LAND BIGONIA DR., BIG PINE KEY, FL 33043
Parcel ID: 00266320-000000

FRANCYS M. HELLIESEN
2189 BLOSSOMWOOD DR.
OVIEDO, FL 32765-6151

BRIEF FOR FRANCYS M. HELLIESEN – CE20010022

MOTION FOR COLLECTIONS 10/26/2023

https://mcesearch.monroecounty-fl.gov/code/CE20010022

- PO not present
- granted

Monica Rodriguez

Research Analyst - Monroe County

Subject Property – VACANT LAN BIGONIA DR., BIG PINE KEY, FL

Violation(s):

- 26-4.(b) – vegetation in canals (not compliant)
    - Property is not in compliance

Lien was recorded in the Official Records of Monroe County on 4/21/2023, Book 3221, Page 1700 and remains unpaid.

- Lien $19,878.16 as of October 18, 2023

NOTES:

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING was mailed via certified mail on 9/1/2023 to address on PRC. Return receipt was received, signed on 9/5/2023.

PO not in communication with Research Analyst Monica Rodriguez, since mailing of Motion/Notice

County is asking the Special Magistrate to authorize foreclosure and/or money judgment proceedings on the Order/Lien in this case.

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE20010022**
	)	
FRANCYS M. HELLIESEN,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner, Monroe County, will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on April 21, 2023, Book 3221, Page 1700 on the property that was the subject of the code compliance action described as: VACANT LAND BIGONIA DR. BIG PINE KEY, FLORIDA 33043, MONROE COUNTY, RE# 00266320000000, **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of August 22, 2023 is $14,178.16 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on **October 26, 2023** at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

Kelly M. Dugan
Assistant County Attorney
Fla. Bar No. 105870
Dugan-Kelly@MonroeCounty-FL.Gov
1111 12th Street, Suite 408
Key West, Florida 33040
(305) 292-3470

CERTIFICATE OF SERVICE

I hereby certify that on this 1 day of September, 2023 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7018 0360 0000 4971 4163 to **2189 BLOSSOMWOOD DR OVIEDO, FL 32765-6151.**

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

FRANCYS M. HELLIESEN
2189 BLOSSOMWOOD DR.
OVIEDO, FL 32765-6151

August 22, 2023

Subject: Code Case: CE20010022
Location: VACANT LAND BIGONIA DR., BIG PINE KEY, FL 33043

Dear Property Owner,

This letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on October 26, 2023 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.** The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location:

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Monica Rodriguez
Code Compliance Research Analyst 305-289-2586
Rodriguez-monica@monroecounty-fl.gov

You are invited to a Zoom webinar.
When: Oct 26, 2023 9:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing – October 26, 2023

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/89817567983

Or iPhone one-tap :
US: +16465189805,,89817567983# or +16699006833,,89817567983#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 898 1756 7983
International numbers available:
https://mcbocc.zoom.us/u/k6hcmxBou

MONROE COUNTY CODE COMPLIANCE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE20010022
Property Location: VACANT LAND BIGONIA DR., BIG PINE KEY, FL 33043
Parcel ID: 00266320000000

FRANCYS M. HELLIESEN
2189 BLOSSOMWOOD DR.
OVIEDO, FL 32765-6151

MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

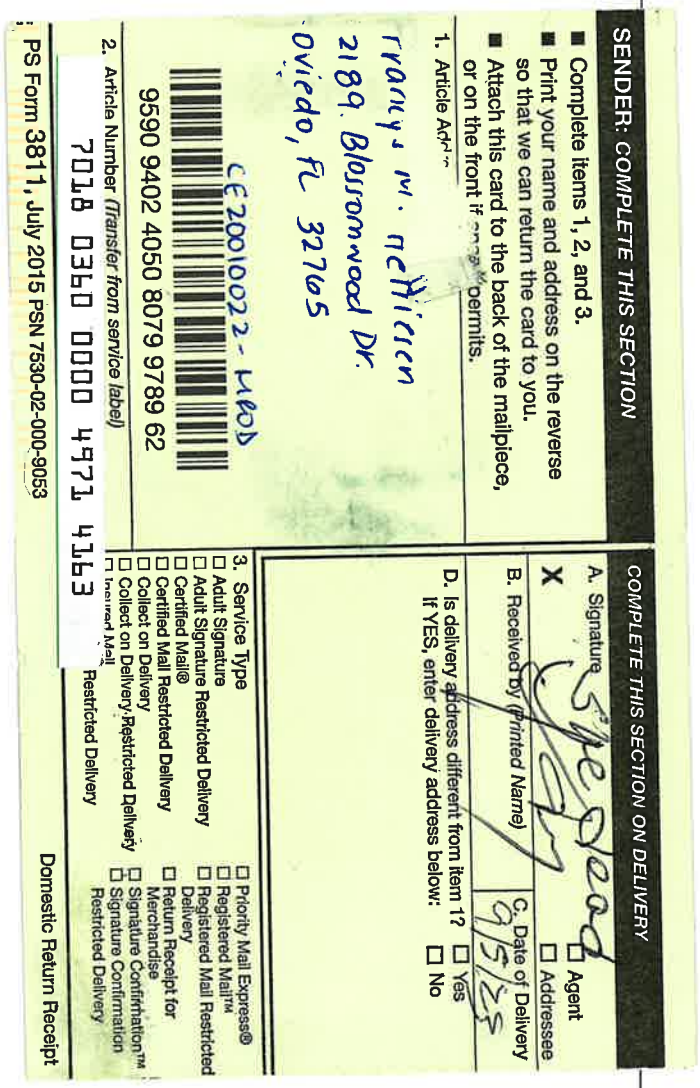
REGISTERED MAIL RECEIPTS TRACKING

Case Number: CE20010022

CERT #:
7018 0360 0000 4971 4163

GOOD SERVICE: 9/5/23
NO SERVICE:





County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

FRANCYS M. HELLIESEN
2189 BLOSSOMWOOD DR.
OVIEDO, FL 32765-6151

COPY

July 13, 2023

Subject: Code Case: CE20010022
Location: VACANT LAND BIGONIA DR., BIG PINE KEY, FL 33043

Dear Property Owner,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Our records indicate that the violation(s) remains on your property. Because your property is not in compliance the fines continue to accrue in the amount of $100.00 per day until the property comes into compliance. A daily fine of $100.00 per day has currently accrued for 97 days for a current total of $9,700.00.

Additionally, pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). To date, these costs are $478.16 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $10,178.16 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days may result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Cynthia J. McPherson
Sr. Director Code Compliance
(305) 289-2508
McPherson-Cynthia@monroecounty-fl.gov

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
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Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

FRANCYS M HELLIESEN
2189 BLOSSOMWOOD DR
OVIEDO, FL 32765-6151

April 21, 2023

Subject: Code Case CE20010022
Property Location: VACANT LAND BIGONIA DR, BIG PINE KEY, FL 33043
Real Estate No.: 00266320-000000

Dear Property Owner(s),

This letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $ 100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 04/21/23, Book 3221, Page 1700. The current amount of the County's lien is $1,878.16 (fines and costs) which continue to accrue and increase until the case is compliant and closed.

This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to: Monroe County Code Compliance Department; Attention: Nicole Petrick; 2798 Overseas Highway, Suite 330; Marathon, Florida 33050. The County will then provide a Release and Satisfaction of Lien to you.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Middle Keys: 2798 Overseas Highway, Suite 330, Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway, Key Largo, FL 33037 (305) 453-8806

Respectfully yours,

Nicole Petrick

Nicole Petrick, Liaison

For questions regarding this letter, please contact your Inspector,

Cynthia McPherson 305-289-2508 McPherson-Cynthia@monroecounty-fl.gov

Doc # 2414854 Bk# 3221 Pg# 1700 Electronically Recorded 4/21/2023 at 9:07 AM Pages 6
Filed and Recorded in Official Records o ONROE COUNTY KEVIN MADOK
ElectronicallyREC: $52.50

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

FRANCYS M HELLIESEN
Respondent(s).

Case No.: CE20010022
Subject Property Real Estate Number: 00266320-000000

LIEN / FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ was not present via zoom webinar on January 26, 2023 did not contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth and attached hereto.

(x) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.

(x) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).

( ) ONE-TIME FINE - The violation(s) is found to be irreparable or irreversible and a one-time fine of $ _____ is ORDERED, payable within _____ days of this Order.

(x) COSTS - Pursuant to Section 162.07(2) of Florida Statutes all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.

(x) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing on or before 04/06/2023 ("THE COMPLIANCE DATE").

(x) In the event the violation(s) were or are not corrected on the compliance date previously ordered or on the compliance date set forth herein, fine(s) in the dollar amount:

26-4.(b) $ 100.00

for each day BEGINNING ON THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(x) It is further ordered that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY CODE(S) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance.
The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

(x) The Special Magistrate incorporates by reference the allegation(s) in the Notice of Violation/Notice of Hearing (attached hereto) and finds the allegation(s) was/were established by the County's Witness(es), Evidence and/or Exhibits that were introduced and accepted at the hearing.

( ) Other:_____

_____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 295-4343 FOR THE LOWER KEYS.

DATED this **26TH** day of **January,** 2023.

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick, Liaison

CASE NUMBER: CE20010022

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

FRANCYS M HELLIESEN
2189 BLOSSONWOOD DR
OVIEDO, FL 32765-6151

Location of subject property:
VACANT LAND BIGONIA DR
BIG PINE KEY, FL 33043

Real Estate Number: 00266320-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / **first class U.S. mail** to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative **N/A** on this **27th** day of **January,** 2023.

Nicole Petrick, Liaison

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: FRANCYS M HELLIESEN
2189 BLOSSONWOOD DR
OVIEDO FL 32765-6151

Case Number: CE20010022

Location: VACANT LAND BIGONIA DR., BIG PINE KEY, FL 33043
Re Number: 00266320000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/09/2020 and subsequently found the following violation(s) of the Monroe County Code:

26-4.(b) - VEGETATION IN CANALS
THE VEGETATION ON THIS PROPERTY REQUIRES TRIMMING BACK BEHIND THE SHORELINE TO PREVENT FUTURE IMPEDIMENTS TO NAVIGATION.

Corrective Action Required:
CONTACT THE MONROE COUNTY BIOLOGIST FOR DETERMINATION OF PERMIT REQUIREMENTS. PERMITS AND APPROVALS MAY ALSO BE REQUIRED FROM THE ARMY CORPS OF ENGINEERS AND DEPARTMENT OF ENVIRONMENTAL PROTECTION.
UPPER KEYS COUNTY BIOLOGIST 305-453-8730
MIDDLE KEYS AND LOWER KEYS COUNTY BIOLOGIST 305-289-2537
DEPT. OF ENVIRONMENTAL PROTECTION 305-289-7070

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 01/26/2023 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.** **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **01/18/2023** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

PETITIONER'S EXHIBIT 1 1 of 4

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, or email directly to Petrick-Nicole@monroecounty-fl.gov, prior to the date of the hearing. You may request a copy of your case file by filing a public records request online: https://monroecountyfl.nextrequest.com. If you are requesting the case file in preparation for your hearing, your request should be submitted no less than ten (10) days prior to your scheduled hearing.

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Cynthia J McPherson

MCPHERSON, CYNTHIA
Code Inspector

PETITIONER'S EXHIBIT 1 2 of 4

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail. Return Receipt Request No.: 7019 1120 0000 6230 2491 on December 14, 2022

Lisa Marshall
Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL. A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

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



Special Magistrate Hearing - January 26, 2023

You are invited to a Zoom webinar.
When: Jan 26, 2023 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - January 26, 2023

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/85628754636

Or iPhone one-tap :
US: +16465189805,,85628754636# or +16699006833,,85628754636#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 856 2875 4636
International numbers available:
https://mcbocc.zoom.us/u/kdANfcZYnf



County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: FRANCYS M HELLIESEN
2189 BLOSSONWOOD DR
OVIEDO FL 32765-6151

Case Number: CE20010022

Location: VACANT LAND BIGONIA DR., BIG PINE KEY, FL 33043
Re Number: 00266320000000

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Cynthia J McPherson

MCPHERSON, CYNTHIA
Code Inspector

PETITIONER'S EXHIBIT 1 2 of 4
tabbies
2818

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

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Lisa Marshall
Code Compliance Department

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Special Magistrate Hearing - January 26, 2023

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When: Jan 26, 2023 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - January 26, 2023

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Or iPhone one-tap :
US: +16465189805,,85628754636# or +16699006833,,85628754636#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 856 2875 4636
International numbers available:
https://mcbocc.zoom.us/u/kdANfcZYnf



MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number:
CE 20100022

CERT #:
7019 1120 0000 6230 2491

GOOD SERVICE: _____
NO SERVICE: _____

7019 1120 0000 6230 2491

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

MARATHON, FL
Postmark Here
DEC 14 2022
33050-USPS

Sent To Francys M Helliesen
Street and Apt. No., or PO Box No. 2189 Blossomwood Dr
City, State, ZIP+4® Oviedo FL 32765

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- ■ Complete items 1, 2, and 3.
- ■ Print your name and address on the reverse so that we can return the card to you.
- ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Francys M Helliesen
2189 Blossomwood Dr
Oviedo FL 32765

2. Article Number (Transfer from service label)
7019 1120 0000 6230 2491
9590 9402 5323 9154 5882 50

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Francys
C. Date of Delivery 12/16/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PETITIONER'S EXHIBIT
2

Henri-Gabriela

From: McPherson-Cynthia
Sent: Monday, December 30, 2019 10:19 AM
To: Henri-Gabriela
Cc: Anders-Stan
Subject: FW: Eden Pines Canals
Attachments: SKVBizhub19121909280.pdf

Gabi,
Please see map and complaint attached. I am not sure all lots are privately owned. Beth Bergh will take care of the county owned lots.
Thanks.

Cynthia

Cynthia J. McPherson, CFM
Sr. Director, Code Compliance

Monroe County Code Compliance
2798 Overseas Hwy #330
Marathon, FL 33050
(305) 289-2508
McPherson-Cynthia@monroecounty-fl.gov

HELP US TO HELP YOU!
Please note: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your email communication may be subject to public disclosure.

From: Trevor Wirth [mailto:TWirth@keysso.net]
Sent: Thursday, December 19, 2019 9:30 AM
To: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>; McPherson-Cynthia <McPherson-Cynthia@MonroeCounty-FL.Gov>
Subject: RE: Eden Pines Canals

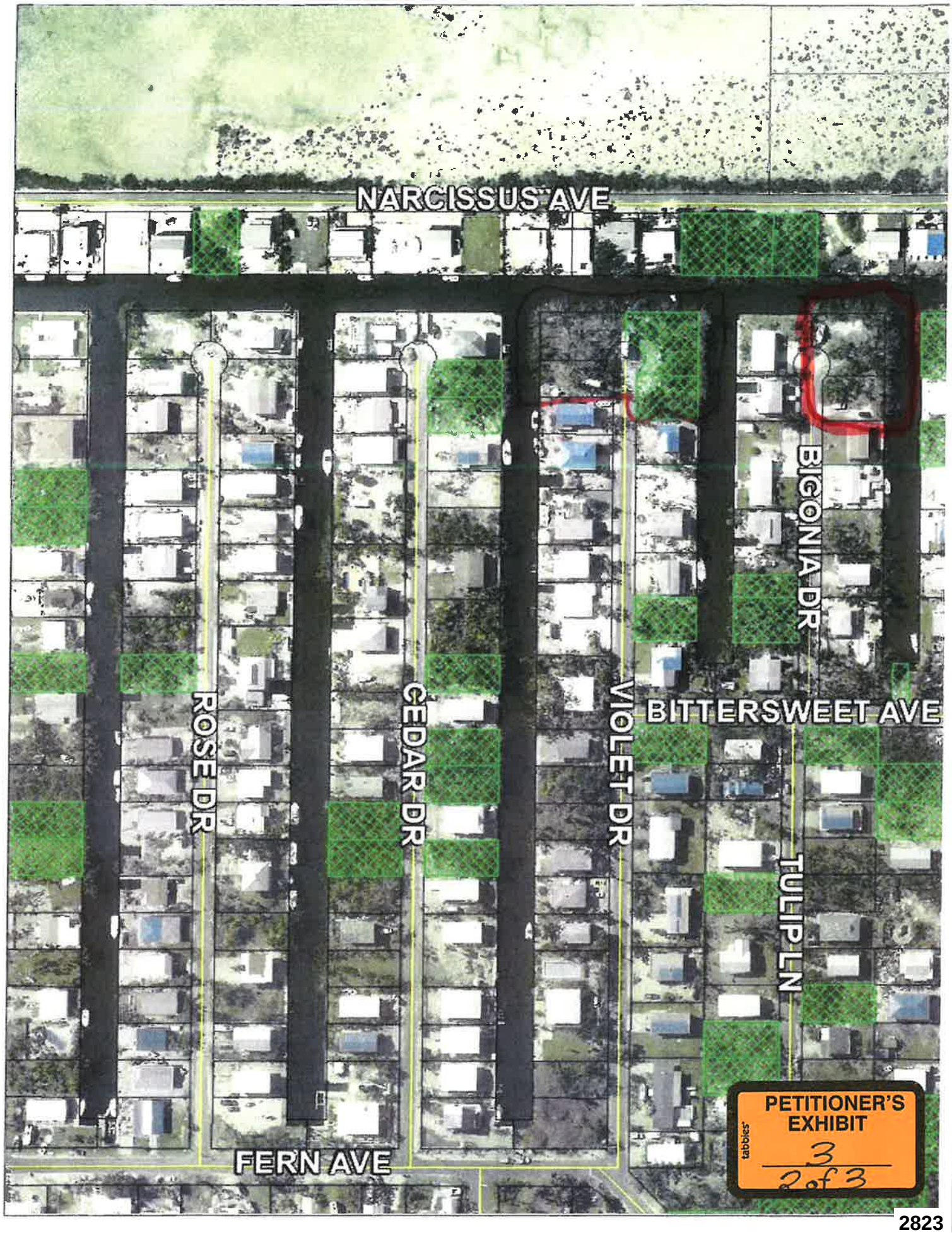
...

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Hi Beth and Cynthia,

I circled the vacant lots at the end of Geranium, Bigonia, and Violet (attached) that really need the vegetation cut back on the canal side. The lot on Bigonia is especially overgrown and interfering with navigation through the canal. I would be very thankful if you could have those lots cut back.

PETITIONER'S EXHIBIT
3
1 of 3
2822


NARCISSUS AVE
BIGONIA DR
BITTERSWEET AVE
TULIP LN
VIOLET DR
CEDAR DR
ROSE DR
FERN AVE
PETITIONER'S EXHIBIT
3
2 of 3

Thanks,
Trevor

From: Bergh-Beth [mailto:Bergh-Beth@monroecounty-fl.gov]
Sent: Tuesday, September 10, 2019 10:12 AM
To: Trevor Wirth <TWirth@keysso.net>
Subject: Eden Pines Canals

Hi Sgt Wirth,

I've attached aerial photos of the Eden Pines canals (west of Fern) for your reference. The parcels shown in green hatching are County conservation lands; vacant lots that are not hatched are private property. As we discussed, if any privately owned lots are in need of trimming then the appropriate process is to go through Code Enforcement (Cynthia McPherson) as I can only trim along the shoreline of County property. Let me know if you think any County lots could use trimming.

Beth Bergh
Monroe County Land Steward
2798 Overseas Hwy, Suite 400
Marathon, FL 33050

phone: 305.289.2511
fax: 305.289.2854
bergh-beth@monroecounty-fl.gov

CAUTION: This email originated from outside of the M.C.S.O. Whether you know the sender or not, do not click links or open attachments you were not expecting.





11/09/2021 - 12/09/2021

CE20010022

VACANT **BIGONIA DR – BIG PINE KEY**

AERIAL– 2021

PETITIONER'S EXHIBIT
4
1 of 8



CE20010022 – HELLIESEN
VACANT BIGONIA DRIVE LOT 9 – BIG PINE
INSPECTOR ANDERS – 1/9/2020

PETITIONER'S EXHIBIT
4
2 of 8



CE20010022

VACANT BIGONIA DR – BIG PINE KEY

INSP. A. GARCIA – 09/20/2022

PETITIONER'S EXHIBIT 4 3 of 8 2827



CE20010022

VACANT BIGONIA DR – BIG PINE KEY

INSP. A. GARCIA – 09/20/2022

PETITIONER'S EXHIBIT 4 4 of 8



CE20010022

VACANT BIGONIA DR – BIG PINE KEY

INSP. A. GARCIA – 09/20/2022

PETITIONER'S EXHIBIT 4 5 of 8



CE20010022

VACANT BIGONIA DR – BIG PINE KEY

INSP. A. GARCIA – 11/14/2022

PETITIONER'S EXHIBIT
4
6 of 8
tabbies'



CE20010022

VACANT BIGONIA DR – BIG PINE KEY

INSP. A. GARCIA – 11/14/2022

PETITIONER'S EXHIBIT 4 7 of 8



CE20010022

VACANT BIGONIA DR – BIG PINE KEY

INSP. A. GARCIA – 11/14/2022

PETITIONER'S EXHIBIT
4
8 of 8

COPY

County of Monroe
Code Compliance Department
COURTESY NOTICE OF CODE VIOLATION

Case: CE20010022
Date Issued: 5/21/2020
RE#: 00266320-000000
Property Location: Vacant Bigonia Dr Lot 9
Big Pine Key, FL 33043

Owner/Tenant: Francys M Helliesen
Address: 2189 Blossomwood Drive
Oviedo, FL 32765

This letter is intended to seek your cooperation in bringing your property into compliance without further Code Compliance Action. Our office received a complaint and an inspection of this property reveals violations of the following:

___ Property to be cleaned of Trash & Debris

__X__ Property overgrown requires trimming (**Vegetation on/near the Canal**)

___ Unlawful Disposal Dumping or disposal of any solid waste, or trash and debris

___ Prohibited Signs Signs Requiring Permits

___ Mobile Vending Sales form the Right of Way

___ Abandoned Vehicles Trailers

___ Abandoned Vessels

___ Parking Storage and or habitation of Trucks, Trailers, Travel Trailers and RV's

___ Rights of Way Use or Improvements

Corrective Action: The vegetation on this property along the canal requires trimming back behind the shoreline to prevent future impediments to navigation. Please contact the Monroe County Biologist for permit requirements at (305) 295-3181.

Corrective measures must be taken within **30** days from the date of hand delivery, posting or postmark of this communication. Failure to comply within allotted time may result in a Notice of Violation/Notice of Hearing being issued to you.

IT IS YOUR RESPONSIBILTY TO CONTACT THE CODE INSPECTOR below for re-inspection.

Issued Posted mailed by: Stan Al Date 5/21/20 Time 9:30 am

Inspector: Stan Anders 305-289-2819 - Please call with any questions

PETITIONER'S EXHIBIT 5 1 of 2

COPY

County of Monroe
Code Compliance Department
COURTESY NOTICE OF CODE VIOLATION

Owner/Tenant: Francys M Helliesen
Address: 2189 Blossomwood Dr
Oviedo FL 32765

Case: CE20010022
Date Issued: 10/05/2022
RE#: 00266320-000000
Location: Vacant Lan Bigonia Dr
Big Pine Key

This Letter Is intended to seek your cooperation in bringing your property into compliance without further Code Compliance Action. An Inspection of this property reveals violations of the following:

_____ Property to be cleaned of Trash & Debris & Construction Site Debris

____ Property overgrown requires trimming (**Vegetation on/in the Canal**)

____ Unlawful Disposal/Dumping or disposal of any solid waste, or trash and debris

____ Prohibited Signs/Signs Requiring Permits

____ Mobile Vending/Sales form the Right of Way

____ Abandoned Vehicles/Trailers

____ Abandoned Vessels

____ Parking/Storage and/or habitation of Trucks, Trailers, Travel Trailers and RV's

____ Rights of Way Use or Improvements

Corrective Action: **The vegetation on this property along the canal requires trimming back behind the shoreline to prevent future impediments to navigation. Please contact the Monroe County Biologist for permit requirements at (305) 289-2561.**

Corrective measures must be taken within **30 days** from the date of hand delivery, posting or postmark of this communication. Failure to comply within allotted time may result in a Notice of Violation/Notice of Hearing being issued to you. **IT IS YOUR RESPONSIBILTY TO CONTACT THE CODE INSPECTOR** for re-inspection. Please contact your inspector at the appropriate location indicated below.

X Middle Keys: 2798 Overseas Hwy, Suite 330
Marathon, FL. 33050 (305) 289-2810

Issued/Posted/mailed by: AG Date 10/05/2022

Print Inspector Name: Andres D Garcia

Phone: 305-289-2563

Email: Garcia-Andres@monroecounty-fl.gov

PETITIONER'S EXHIBIT 5 2 of 2

Garcia-Andres

From: Rosch-Mark
Sent: Tuesday, September 13, 2022 2:51 PM
To: Bergh-Beth
Cc: Garcia-Andres; Christman-Kevin
Subject: Re: About Code Case CE20010022 / Parcel ID: 00266320-000000

Andres,

Beth is correct. The owner of record, Francys Helliesen, is deceased and her estate must be probated in order to clear the property title for a sale. Although the heir to this particular lot (Linda Helliesen-Miller) made a good faith effort, the estate is unable to complete the probate process, so the Land Authority has rescinded its purchase agreement and will not be acquiring title.

Mark J. Rosch, AICP
Sr. Property Acquisition Specialist
Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, FL 33040
Phone: (305) 295-5180

On Sep 13, 2022, at 1:36 PM, Bergh-Beth <Bergh-Beth@monroecounty-fl.gov> wrote:

Andres,
Mark may add to this response but, FYI – the County is no longer under contract to purchase this property. Therefore, we will not be able to address the vegetation extending into the canal from the privately owned lot.

Beth Bergh
Monroe County Land Steward

From: Garcia-Andres <Garcia-Andres@MonroeCounty-FL.Gov>
Sent: Tuesday, September 13, 2022 1:29 PM
To: Christman-Kevin <Christman-Kevin@MonroeCounty-FL.Gov>; Rosch-Mark <Rosch-Mark@MonroeCounty-FL.Gov>
Cc: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>
Subject: RE: About Code Case CE20010022 / Parcel ID: 00266320-000000

Good afternoon Mark,

This is a follow up on an old case we have in which we haven't been able to close yet.

As of current time, do you know if the County will at the end purchase this property and remove any possible vegetation interfering with canal navigation?

Sincerely,

PETITIONER'S EXHIBIT 6 1 of 5

ANDRES D. GARCIA
CODE INSPECTOR
MONROE COUNTY CODE COMPLIANCE DEPARTMENT
MARATHON GOVERNMENT CENTER
2798 OVERSEAS HWY. SUITE 330. MARATHON, FL 33050.

OFFICE: (305) 289-2563
FAX: (305) 289-2858
EMAIL: garcia-andres@monroecounty-fl.gov

PLEASE NOTE: THE STATE OF FLORIDA HAS A VERY BROAD PUPLIC RECORDS LAW. MOST WRITTEN COMMUNICATIONS TO OR FROM THE COUNTY REGARDING COUNTY BUSINESS ARE SUBJECT TO PUBLIC RECORDS AVAILABLE TO THE PUBLIC AND MEDIA UPON REQUEST. YOUR EMAIL COMMUNICATION MAY BE SUBJECT TO PUBLIC DISCLOSURE.

From: Christman-Kevin <Christman-Kevin@MonroeCounty-FL.Gov>
Sent: Friday, July 1, 2022 4:12 PM
To: Rosch-Mark <Rosch-Mark@MonroeCounty-FL.Gov>; Garcia-Andres <Garcia-Andres@MonroeCounty-FL.Gov>
Cc: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>
Subject: Re: About Code Case CE20010022 / Parcel ID: 00266320-000000

Thank you all!
Hope everyone has a a great weekend!, and just let me know when I'm free to roam around that unit and I can provide a status report as needed.

Thanks,

Kevin
Kevin W. Christman
Assistant Land Steward, Monroe County
E-mail: Christman-Kevin@MonroeCounty-FL.gov
Work Cell: (305) 394-1030 Office: (305) 289-2511

From: Rosch-Mark <Rosch-Mark@MonroeCounty-FL.Gov>
Sent: Friday, July 1, 2022 4:00 PM
To: Garcia-Andres <Garcia-Andres@MonroeCounty-FL.Gov>; Christman-Kevin <Christman-Kevin@MonroeCounty-FL.Gov>
Cc: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>
Subject: RE: About Code Case CE20010022 / Parcel ID: 00266320-000000

Yes, that is fine with me. Happy 4th.



Mark J. Rosch, AICP
Sr. Property Acquisition Specialist
Monroe County Land Authority
Phone: (305) 295-5180

From: Garcia-Andres <Garcia-Andres@MonroeCounty-FL.Gov>
Sent: Friday, July 1, 2022 3:57 PM
To: Rosch-Mark <Rosch-Mark@MonroeCounty-FL.Gov>; Christman-Kevin <Christman-Kevin@MonroeCounty-FL.Gov>
Cc: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>
Subject: RE: About Code Case CE20010022 / Parcel ID: 00266320-000000

Hi Mark,

Thank you for reaching out, I understand that title processes are lengthy when there are issues involved. I can check again in 30 days if is ok with you.

Thank you for checking with Mark, Kevin.

Have a great 4th of July weekend to you both.

Sincerely,

ANDRES D. GARCIA
CODE INSPECTOR
MONROE COUNTY CODE COMPLIANCE DEPARTMENT
MARATHON GOVERNMENT CENTER
2798 OVERSEAS HWY. SUITE 330. MARATHON, FL 33050.

OFFICE: (305) 289-2563
FAX: (305) 289-2858
EMAIL: garcia-andres@monroecounty-fl.gov

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From: Rosch-Mark <Rosch-Mark@MonroeCounty-FL.Gov>
Sent: Friday, July 1, 2022 3:47 PM
To: Christman-Kevin <Christman-Kevin@MonroeCounty-FL.Gov>; Garcia-Andres <Garcia-Andres@MonroeCounty-FL.Gov>

PETITIONER'S EXHIBIT
6
3 of 5
tabbies
2837

Cc: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>
Subject: RE: About Code Case CE20010022 / Parcel ID: 00266320-000000

Hello Kevin and Andres:

Yes, the Land Authority has a contract to purchase Parcel ID 00266320-000000 but the transaction has not closed yet due to problems with the property title.

Andres, would it be possible for you to put this on hold for another week or two while we try to get it the title problem resolved?

Mark J. Rosch, AICP
Sr. Property Acquisition Specialist
Monroe County Land Authority
Phone: (305) 295-5180

From: Christman-Kevin <Christman-Kevin@MonroeCounty-FL.Gov>
Sent: Friday, July 1, 2022 3:06 PM
To: Garcia-Andres <Garcia-Andres@MonroeCounty-FL.Gov>
Cc: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>; Rosch-Mark <Rosch-Mark@MonroeCounty-FL.Gov>
Subject: Re: About Code Case CE20010022 / Parcel ID: 00266320-000000

Hello Andres,

Regarding a code complaint on this lot, I am not sure. According to what I go off of in the field, it appears to be privately owned. This is the first time I've heard anything about this lot.
Mark, are you aware if this unit (Re# 266320) is currently on our radar to be purchased for conservation?

Thanks all,

Kevin
Kevin W. Christman
Assistant Land Steward, Monroe County
E-mail: Christman-Kevin@MonroeCounty-FL.gov
Work Cell: (305) 394-1030 Office: (305) 289-2511

From: Garcia-Andres <Garcia-Andres@MonroeCounty-FL.Gov>
Sent: Friday, July 1, 2022 1:45 PM
To: Christman-Kevin <Christman-Kevin@MonroeCounty-FL.Gov>
Cc: Bergh-Beth <Bergh-Beth@monroecounty-fl.gov>
Subject: About Code Case CE20010022 / Parcel ID: 00266320-000000

Greetings Kevin,

This code case is about a vacant lot located at the end of Bigonia Dr in Big Pine Key (property records attached for better reference):

https://qpublic.schneidercorp.com/Application.aspx?AppID=605&LayerID=9946&PageTypeID=4&PageID=7635&KeyValue=00266320-000000

PETITIONER'S EXHIBIT 6 4 of 5
2838

I am doing a follow up on an old case we have in which we haven't been able to close yet.

Reason for it is because this case is about vegetation growing into the canal affecting safe navigation. Case records show that this property is (or was I am not sure yet) in the process in being bought by the County for conservation purposes and to trim any vegetation extending into the canal.

Do you have any pending purchase records of it? If yes, can you provide us a status?

Thanks in advance and happy 4th of July weekend.

ANDRES D. GARCIA
CODE INSPECTOR
MONROE COUNTY CODE COMPLIANCE DEPARTMENT
MARATHON GOVERNMENT CENTER
2798 OVERSEAS HWY. SUITE 330. MARATHON, FL 33050.

OFFICE: (305) 289-2563
FAX: (305) 289-2858
EMAIL: garcia-andres@monroecounty-fl.gov

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Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00266320-000000
Account#	1337960
Property ID	1337960
Millage Group	100H
Location Address	VACANT LAN BIGONIA Dr, BIG PINE KEY
Legal Description	BK 6 LT 9 EDEN PINES COLONY PB4-158 BIG PINE KEY OR404-157E OR460-781 OR1167-998DC (Note: Not to be used on legal documents.)
Neighborhood	635
Property Class	VACANT RES (0000)
Subdivision	EDEN PINES COLONY
Sec/Twp/Rng	15/66/29
Affordable Housing	No


1337960-20160129

Owner

HELLIESEN FRANCYS M
2189 Blossomwood Dr
Oviedo FL 32765

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$59,795	$67,269	$44,846	$44,846
=	Just Market Value	**$59,795**	**$67,269**	**$44,846**	**$44,846**
=	Total Assessed Value	**$33,705**	**$30,641**	**$27,855**	**$25,323**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$59,795**	**$67,269**	**$44,846**	**$44,846**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$67,269	$0	$0	$67,269	$30,641	$0	$67,269	$0
2021	$44,846	$0	$0	$44,846	$27,855	$0	$44,846	$0
2020	$44,846	$0	$0	$44,846	$25,323	$0	$44,846	$0
2019	$34,382	$0	$0	$34,382	$23,021	$0	$34,382	$0
2018	$20,928	$0	$0	$20,928	$20,928	$0	$20,928	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	7,666.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/1/1970	$2,600	Conversion Code		460	781	Q - Qualified	Vacant		

View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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

User Privacy Policy | GDPR Privacy Notice

Last Data Upload: 1/18/2024, 5:30:12 AM

Contact Us

Developed by Schneider GEOSPATIAL

Sam C. Steele C.F.C.
Monroe County Tax Collector

Monroe County 2023 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE	PROPERTY ID #
1337960		100H	1337960

HELLIESEN FRANCYS M
2189 Blossomwood Dr
Oviedo, FL 32765-6151

00266320000000156629
VACANT LAN BIGONIA Dr

BK 6 LT 9 EDEN PINES COLONY PB4-158 BIG PINE KEY OR404-157E OR460-781 OR1167-998DC

Prior Year(s) Taxes Due

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
SCHOOL STATE LAW	305-293-1400	59,795	0	59,795	1.0980	65.65
SCHOOL LOCAL BOARD	305-293-1400	59,795	0	59,795	1.7980	107.51
GENERAL FUND	305-292-4473	33,705	0	33,705	0.8923	30.07
F&F LAW ENFORCE JAIL	305-292-7017	33,705	0	33,705	1.7880	60.26
HEALTH CLINIC	305-293-7500	33,705	0	33,705	0.0388	1.31
GENERAL PURPOSE	305-292-4473	33,705	0	33,705	0.1765	5.95
MOSQUITO CONTROL	305-292-7190	33,705	0	33,705	0.4344	14.64
M C LOCAL ROAD PATRO	305-292-7017	33,705	0	33,705	0.3118	10.51
SFWM DIST	800-432-2045	33,705	0	33,705	0.0948	3.20
OKEECHOBEE BASIN	800-432-2045	33,705	0	33,705	0.1026	3.46
LOWER & MIDDLE KEYS F	305-292-4473	33,705	0	33,705	1.6932	57.07
EVERGLADES CONST PR.	800-432-2045	33,705	0	33,705	0.0327	1.10
				AD VALOREM TAXES:	8.4611	$360.73

BILL EXPRESS
SCAN TO PAY ONLINE!

WWW.MONROETAXCOLLECTOR.COM
GET BILLS BY EMAIL

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	UNITS	AMOUNT
		NON-AD VALOREM ASSESSMENTS:	$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS:
$360.73

Sam C. Steele C.F.C.
Monroe County Tax Collector
PO BOX 1129, KEY WEST, FL 33041-1129
305-295-5000

ACCOUNT #
1337960

RETURN THIS PORTION

HELLIESEN FRANCYS M
2189 Blossomwood Dr
Oviedo, FL 32765-6151

PAY ONLY ONE AMOUNT

IF PAID BY	DISCOUNT	PLEASE PAY
☐ Nov 30, 2023	4%	$346.30
☐ Jan 09, 2024	3%	$349.91
☐ Jan 31, 2024	2%	$353.52
☐ Feb 29, 2024	1%	$357.12
☐ Mar 31, 2024		$360.73

• PLEASE DO NOT WRITE BELOW THIS LINE •

PLEASE MAKE CHECKS PAYABLE TO:
SAM STEELE, TAX COLLECTOR
U.S. FUNDS ONLY

1 01337960 2023 1

2842

IMPORTANT - PLEASE READ - INSTRUCTIONS AND INFORMATION

1. If you have ***sold the real property*** described on this notice, please send this notice to the new owners or return it to the Tax Collector's Office immediately. If you **sold the tangible personal property,** but were the owner on January 1st of the tax year, you are responsible for the tax.

2. Please ***verify the description*** of the property. If any errors in the description are found, notify the Property Appraiser as soon as possible. This notice covers taxes for the calendar year, January 1 through December 31, of the year indicated on the front.

3. ***Discounts*** for early payment have been computed for you on the bottom of this notice. Please pay only one amount. Schedule of Discounts: 4% in November 3% in December 2% in January 1% in February Discounts are determined by postmark of payment.

4. Taxes become ***delinquent*** April 1st.

   For ***real estate taxes,*** a 3% minimum mandatory charge is imposed on April 1 and an advertising charge is added during May. Tax sale certificates will be sold on all unpaid accounts on or before June 1 resulting in additional charges.

   For ***tangible personal property*** **taxes**, interest accrues at 1-1/2% per month plus advertising and fees. Tax warrants will be issued on all unpaid personal property taxes.

   If the postmark indicates your payment was mailed on or after April 1 (delinquent date), the amount due is determined by the date your payment is ***RECEIVED*** by the Tax Collector.

5. If ***paying by mail***, please ***keep the top portion*** of this bill along with your canceled check. Please note, your taxes are not "paid" until your check clears the bank.

6. ***Important Dates*** to Remember:

Prior to March 1	File any new exemptions with Property Appraiser
March 31	Deadline for Tax Deferral Application
March 31	Last day for tax payment without interest
April 30	Deadline for new applications to installment plan
November	Tax bills mailed

- **Tax Collector**
  Receives tax roll from the Property Appraiser, prepares and mails tax notices, and collects taxes and assessments based on information certified by the Property Appraiser and other levying authorities. The Tax Collector's Office can be reached by calling (305) 295-5000.

- **Property Appraiser**
  Assesses property values; determines exemptions; maintains certified owner names and addresses, address changes and legal property descriptions; and certifies the county-wide tax roll to the Tax Collector. The Property Appraiser's Office can be reached by calling (305) 292-3420.

- **Levying Authorities**
  Responsible for determining ad valorem millage rates and non-ad valorem assessment rates for their respective boundaries. For a detailed list of all levying authorities and their respective contact information, please visit www.monroetaxcollector.com and click the "Taxing Authorities" link.

"Thank you for the honor to serve as your Tax Collector"

-Sam C. Steele

• Please detach and return this bottom part with your payment. •

Partial Payment Affidavit

This is to certify that I wish to make partial payments on the current year Ad Valorem Tax and Non Ad Valorem Assessments tax bill, as allowed by Florida Statute 197.374, for the property identified on the front of this bill. I agree to and understand the following:

- Partial payments may be accepted for **current year taxes only** between November 1st and March 31st.
- No discount is allowed for partial payments.
- A $10 processing fee will be deducted from each partial payment.
- It is my responsibility to ascertain the balance due.
- No additional tax bills will be mailed except the reminder notice per F.S.197.343.
- Any remaining balance as of April 1st is considered delinquent and subject to all applicable penalties and fees, in which a tax certificate could be sold.

_____ _____

Taxpayer's Signature Date

Sign and return this portion with your payment

2843

MONROE COUNTY, FLORIDA

RESOLUTION NO.057-2014

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ADOPTING THE PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 162.09(1), Florida Statutes and Monroe County Code Section 8-31(a) give the Special Magistrate appointed to hear Code Compliance cases the authority to impose fines and costs including the cost of repairs if the County is forced to make repairs, after a finding that the property owner has violated the Monroe County Code(s); and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes and Monroe County Code 8-31(c), a certified copy of an Order imposing a fine or a fine plus repair costs may be recorded in the public records and thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator; and

WHEREAS, a certified copy of the Order imposing the fines and costs becomes a lien on all real and personal property owned by the violator once recorded with the County Clerk; and

WHEREAS, the County has the authority to initiate litigation to enforce its codes and recorded liens; and

WHEREAS, the initiation of litigation may be the only incentive for some property owners to gain compliance; and

WHEREAS, the Board of County Commissioners finds it in the public's interest to have a formalized written procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief on non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY:

Section 1: The County's formal procedure is hereby adopted as set forth in **Attachment A: PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER.**

Section 2: This resolution and the incorporated policies shall become effective upon adoption by the County Commission.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting of said board held on the 19th of March, 2014.

Mayor Sylvia Murphy	Yes
Mayor *pro tem* Danny L. Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner George Neugent	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
LISA GRANGER
ASSISTANT COUNTY ATTORNEY
Date 3/5/14

FILED FOR RECORD
2014 APR -3 PM 1:45
CLERK CIR. CT.
MONROE COUNTY, FL

ATTACHMENT A

PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER

1. Special Magistrate (SM) enters a Final Order imposing a compliance date, fines and/or costs after a finding of violation of Monroe County Code(s) by property owner (violator) or approving a Stipulated Agreement with an agreed upon compliance date and fine amounts. The Final Order of SM providing the compliance date, and imposing fines and/or costs is provided to the property owner as soon as practicable. Referrals, if not made previously, are made to other agencies in appropriate circumstances.

2. The Final Order of the SM is recorded by Code Compliance (CC) as a lien by Code Compliance within 14 days after the compliance date for those cases that have not achieved compliance.

3. The Final Order of the SM is recorded as a lien by CC within 45 days after the compliance date for those cases that have achieved compliance by the compliance date but have outstanding costs in excess of $200.

4. If compliance is not achieved within 75 days of the recording of the lien, then a re-inspection of the property is completed by the Code Inspector assigned to the case. If the property is still not in compliance then a demand letter including the current amount of fines and/or costs is sent to the property owner.

5. If compliance is not achieved within 90 days of the recording of the lien and/or the lien is not satisfied, then CC will research the subject property to determine:

   i. if the subject property is homesteaded;
   ii. if the subject property is the only property owned by property owner/violator;
   iii. what efforts, if any, the property owner has made to achieve compliance;
   iv. the amount of the lien accrued to date; and
   v. any other relevant factors, including but not limited to researching the status of the property owner, i.e. any Lis Pendens filed against the property or property owner, any pending or closed foreclosure actions, any open, pending or discharged Bankruptcy petitions.

6. CC staff shall provide a written memo or email to the County Attorney's Office (CAY) with the results of the research outlined and requested further action.

7. The CAY will review the information provided by CC staff.

8. The CAY will move the SM per F.S. 162.09 for an Order authorizing foreclosure or a money judgment action; and,

i. The Code Compliance Liaison (Liaison) will schedule the motion for the next available SM hearing for a Motion for approval to proceed with a foreclosure and/or money judgment action;
ii. The Liaison will mail a Notice of Hearing and Notice of Motion prepared by the Liaison and signed by the CAY to the property owner by certified mail noticing the owner of the date, time, place and the substance (collection action, foreclosure and/or money judgment and/or writ of attachment) of the motion;
iii. The Liaison will email/calendar a re-inspection request to the assigned Inspector to conduct inspection prior to the next available SM hearing;
iv. The Motion hearing is heard by SM on the specified date;
v. If SM finds foreclosure or money judgment is appropriate, the Liaison will notice the property owner of the SM's ruling and email/calendar a re-inspection request to the assigned Inspector to conduct an inspection within 30 days of the SM ruling;
vi. CAY will seek permission from the Board of County Commissioners to file for foreclosure or money judgment in court;
vii. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to notify the owner by a quick email letter, telephone call or demand letter every 90 days to inform them that the property is not in compliance and fines are running. The assigned Code Inspector will provide written updates to the CAY every 90 days.

9. Subsequent to the SM's ruling on the Motion, the CAY will place an item on the Commission's agenda seeking the Board's direction and authorization on further enforcement and collection efforts. Potential options for litigation include seeking injunctive relief, a money judgment for the unpaid fines, foreclosure, or other relief. Potential non-litigation options include referral to another agency, allowing liens to accrue, or other relief.

10. If the recommended legal action is referral to another agency, release of lien, or allowing liens to accrue, CAY will send a written memo or email to the Director of Code Compliance outlining recommendation.

11. Once authority is granted by SM and/ or Board of County Commissioners, CC will order a title search on non-homesteaded properties, and the assigned Code Inspector will conduct a re-inspection after receipt of the title search. Litigation will commence after the title search is completed and a current re-inspection is completed. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to contact the property owner by a quick email letter, telephone call or demand letter every 90 days that the property is not in compliance and fines are running. The assigned Inspector will provide written updates to the CAY every 90 days.

12. If the Board decides not to authorize injunction or enforcement litigation, a decision from the Board could include direction to:

    i. Allow lien to remain filed and accrue interest until sale or refinancing; or
    ii. Release the lien; or
    iii. Request CC staff to provide a progress report on compliance efforts annually at the March BOCC meeting.

Exception –If a violation poses a serious threat to the public health, safety & welfare then immediate permission to file an action for an inspection warrant, injunction and/or demolition may be sought with BOCC direction.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O3
2023-2110

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE: No

STAFF CONTACT: Cynthia Hall

AGENDA ITEM WORDING: Approval of resolution approving Monroe County Administrative Instruction 4715.6, setting policy regarding the Monroe County post-employment volunteer program as applied to FRS retirees.

ITEM BACKGROUND:
The purpose of this agenda item is to request BOCC approval to a post-employment volunteer program, as required by F.S. 121.091(15), which states that the Employer may establish post-employment volunteer programs for Florida Retirement System (FRS) retirees who wish to provide civic, charitable, and humanitarian services on a volunteer basis to Monroe County.

In July 2023, the Florida legislature passed Chapter 2023-316, Laws of Florida. F.S. 121.021 provides that an employee must terminate from employment in order to receive benefits from the Florida Retirement System (FRS), and that the termination is void if the retiree is hired by any FRS employer during a specified period. The new law, which took effect July 1, 2023, amended F.S. 121.021 and F.S. 121.091 to provide that a person who has retired from FRS may provide volunteer services to an FRS employer without violating the provision of the law requiring termination from employment. Ch. 2023-316 also states that employers may establish postemployment volunteer programs to allow retirees to provide civic, charitable, and humanitarian services during the first 12 calendar months following retirement without causing the retiree to violate the requirements concerning termination of employment contained in F.S. 121.021 and an IRS regulation also defining termination from employment, 26 C.F.R. § 1.409A-1(h)(1)(ii).

F.S. 121.091(15) ("Volunteer Services") states that the volunteer program established by the FRS employer must meet all of the following six (6) criteria:

(a) Before the date of retirement, there was no agreement or understanding between the employer and the retiree that the retiree would provide any service for the employer.

(b) The employer or a third party may not provide any form of compensation, including any cash

equivalents, to a volunteer for his or her volunteer service.

(c) Except as otherwise provided in law, a volunteer may not be provided any employee benefits, including health or life insurance benefits. However, a volunteer may be provided certain perquisites necessary for, and for the limited purpose of, completing tasks associated with the volunteer program, such as an assigned uniform or the provision of equipment.

(d) The number of volunteer hours per week, including training hours, that the volunteer may provide is no more than 20 percent of the number of hours that the volunteer was expected to work per week before his or her date of retirement.

(e) There is a clear distinction between the duties of a volunteer and the duties of an employee.

(f) The schedule of a volunteer, including the number of hours volunteered and the number and type of assignments for which he or she agrees to volunteer, is controlled by the volunteer.

(g) The employer and the retiree are both required to maintain adequate records to document adherence to the criteria listed in this subsection. The records must be made available to the department or state board upon request.

Monroe County Administrative Instruction 4715.6 ("Professional Volunteer in County Service") includes provisions stating that FRS retirees who wish to volunteer with the County must adhere to the guidelines in F.S. 121.091.

The Resolution also directs the Employee Services Department to come with appropriate forms and a procedure in order to comply with F.S. 121.091(15)(g), which states that the employer and the retiree are required to maintain adequate records to document adherence to the criteria listed in F.S. 121.091(15)(a)-(f).

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

4715.6 Professional Volunteer in County Service.pdf
Resolution ____-2024, approving Admin Instruction 4715.6 (Monroe County post-employment volunteer program).pdf
F.S. 121.091.pdf
Ch 2023-316 FRS.pdf
26 CFR 1.409A-1 Definitions and covered plans.pdf

FINANCIAL IMPACT:
None

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

The Historic GATO Cigar Factory
1100 Simonton Street, 2nd Floor
Key West, FL 33040

OFFICE of the COUNTY ADMINISTRATOR
Key West, Florida

MONROE COUNTY ADMINISTRATIVE INSTRUCTION 4715.6

Date: July 14, 2023

Subject: Professional Volunteer in County Service

Reference: (A) Chapter 110 Florida Statutes
(B) Chapter 121.091 Florida Statutes

Enclosure: (1) Monroe County Volunteer Application Form
(2) Florida Retirement System Volunteer Services Outline

Effective Date: Immediately

(1) Background: There are most probably many people residing in Monroe County possessing specialized skills and expertise who could be motivated to make voluntary contributions of their time and energies for the public good. It is therefore incumbent upon the County Administration to establish plans and procedures to develop meaningful opportunities for volunteers to participate in Monroe County programs and activities. The established plans and procedures will include provisions for utilizing services from Florida Retirement System volunteers as outlined in Section 121.091(15), Florida Statutes, adopted and made effective July 1, 2023.

(2) Purpose: To establish a program for the identification, recruitment, training, and utilization of volunteers to assist in programs and projects falling within the purview of the County Administrator.

(3) Cancellation: This instruction is to remain continuously in effect unless specifically revised or canceled.

(4) Instructions:

A. Enclosure (1) is to be utilized for identifying and recording all prospective Monroe County Civic Volunteer Corps members.

(5) Action:

A. All employees are requested to actively recruit prospective private citizens for the Civic Volunteer Corps.
B. Enclosure (1) is to be completed for all identified volunteers and maintained by the participating departments.
C. Volunteers may be subject to background checks and DL Checks.
D. Any Florida Retirement System retirees who wish to volunteer with Monroe County must adhere to the guidelines established in Enclosure (2) which references Section 121.091, Florida Statutes.
E. Department Heads shall notify Human Resources to conduct a search of registration information regarding sexual predators and sexual offenders before placing the individual in a position to volunteer at a park, playground, daycare center, or other place where children regularly congregate to comply with Florida Statute 943.04351.
F. Monroe County is a Drug-Free Workplace and volunteers are subject to the Monroe County Drug-Free Workplace Policy and Work rules.
G. It is anticipated that volunteers will usually provide for their own transportation and per diem expenses. However, there may be circumstances where this would have a negative impact upon the volunteer's capability to give of their personal services to the County.
H. Departments currently utilizing volunteers are Airports, County Libraries, Nutrition Services, Parks and Beaches, and Extension Services in various capacities.

Every Department that wishes to provide incidental reimbursement for transportation costs, lodging, and subsistence, as the department deems necessary to assist volunteers in performing their functions must obtain prior approval from the County Administrator/Assistant County Administrator. Such reimbursements, if approved, must comply with the provisions of Florida Statutes 110.504 and the Monroe County Code.

Roman Gastesi

Digitally signed by Roman Gastesi
Date: 2023.09.11 10:56:45 -04'00'

Roman Gastesi,
County Administrator

Distribution: List VI
Originator: DHR
Review: 7/14/2026

County of Monroe
The Florida Keys

MONROE COUNTY VOLUNTEER APPLICATION FORM

Applicant Information

Name: _____ Date: _____

Address/city/state/zip: _____

Home phone: _____ Cell phone: _____

Email: _____ SSN: _____

Your social security number is requested for the purpose of payroll eligibility verification, processing employment benefits, applicant and employee background checks, and income reporting and will be used solely for those purposes.

Volunteer Assignment

Volunteer position: _____ County Department: _____

Location: _____ Days/Hours Available: _____

Are any accommodations needed in arranging your assignment? If so, state what accommodations are requested: _____

_____

Have you volunteered with Monroe County before? If so, in which department, dates?

_____

Drug-free Workplace Agreement

VOLUNTEERS MAY BE SUBJECT TO BACKGROUND CHECKS. MONROE COUNTY IS A DRUG-FREE WORKPLACE AND VOLUNTEERS ARE SUBJECT TO THE MONROE COUNTY DRUG-FREE WORKPLACE POLICY AND RULES OF WORK. BY SIGNING BELOW, THE APPLICANT CERTIFIES THAT THE APPLICANT HAS RECEIVED A COPY OF THE DRUG-FREE WORKPLACE POLICY AND WILL ABIDE BY THE POLICY.

_____

Signature *Date*

Transportation

Do you have transportation? ☐ Yes ☐ No

Will you be driving as part of your volunteer assignment? ☐ Yes ☐ No

Driver License #: _____ Expiration: _____

Insurance Company: _____ Policy #: _____

INSURANCE AGREEMENT

I, _____, understand that if I use my personal auto in my volunteer service, I will arrange to keep in effect automobile insurance equal to the minimum limits required by the State of Florida. I also understand that any accident medical coverage supplied to me will be in excess of any available Medicare or group health insurance program in force.

_____

Signature *Date*

EMERGENCY CONTACT

Name: _____

Relationship to volunteer: _____

Address/city/state/zip: _____

Home phone: _____ Cell phone: _____

I designate _____

as my beneficiary for any accidental death benefits available to me.

Relationship to beneficiary: _____

Address/city/state/zip: _____

Home phone: _____ Cell phone: _____

Volunteer Status Agreement

I, _____, understand and acknowledge that I am giving my time, skills, and services as a volunteer and I am not an employee, official, or representative of the Monroe County Board of County Commissioners. I further acknowledge that I may not be entitled to any stipend, compensation, benefits, or other rights applicable to Monroe County employees. I understand that the County can terminate my status as a volunteer at any time for any reason. Acting as a volunteer does not create an expectation of future employment.

_____ _____

Signature *Witness*

_____ _____

Date *Date*

Background Checks (for Department)

DEPARTMENT HEADS SHALL NOTIFY HUMAN RESOURCES TO CONDUCT A SEARCH OF REGISTRATION INFORMATION THROUGH THE DRU SJODIN NATIONAL SEXUAL OFFENDER PUBLIC WEBSITE MAINTAINED BY THE UNITED STATES DEPARTMENT OF JUSTICE BEFORE PLACING THE INDIVIDUAL IN A POSITION TO VOLUNTEER AT A PARK, PLAYGROUND, DAY CARE CENTER OR OTHER PLACE WHERE CHILDREN REGULARLY CONGREGATE TO COMPLY WITH FLORIDA STATUTE 943.04351.

DEPARTMENT HEADS SHALL ALSO NOTIFY HUMAN RESOURCES IF ANY ADDITIONAL BACKGROUND CHECKS MAY BE NEEDED, E.G., LEVEL II SCREENING FOR VOLUNTEERS IN AHCA-REGULATED FACILITIES, F.S. 408.809(4).

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
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Mayor Pro Tem Holly Merrill Raschein, District 5
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David Rice, District 4

FLORIDA RETIREMENT SYSTEM VOLUNTEER SERVICES

Effective July 1, 2023 Subsection (15) is added to section 121.091, Florida Statutes, to read:

VOLUNTEER SERVICES. —Employers may establish post-employment volunteer programs to allow retirees to provide civic, charitable, and humanitarian services during the first 12 calendar months following retirement without causing the retiree to violate the requirement concerning termination of employment as defined in 26 C.F.R. s. 1.409A-1(h)(1)(ii), provided that the program meets all of the following criteria:

(a) Before the date of retirement, there was no agreement or understanding between the employer and the retiree that the retiree would provide any service for the employer.

(b) The employer or a third party may not provide any form of compensation, including any cash equivalents, to a volunteer for his or her volunteer service.

(c) Except as otherwise provided in law, a volunteer may not be provided any employee benefits, including health or life insurance benefits. However, a volunteer may be provided certain perquisites necessary for, and for the limited purpose of, completing tasks associated with the volunteer program, such as an assigned uniform or the provision of equipment.

(d) The number of volunteer hours per week, including training hours, that the volunteer may provide is no more than 20 percent of the number of hours that the volunteer was expected to work per week before his or her date of retirement.

(e) There is a clear distinction between the duties of a volunteer and the duties of an employee.

(f) The schedule of a volunteer, including the number of hours volunteered and the number and type of assignments for which he or she agrees to volunteer, is controlled by the volunteer.

(g) The employer and the retiree are both required to maintain adequate records to document adherence to the criteria listed in this subsection. The records must be made available to the department or state board upon request.

RESOLUTION NO. ___-2024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING AND RATIFYING MONROE COUNTY ADMINISTRATIVE INSTRUCTION 4715.6, SETTING POLICY REGARDING THE MONROE COUNTY POSTEMPLOYMENT VOLUNTEER PROGRAM, IN ORDER TO COMPLY WITH SECTION 121.091(15), FLORIDA STATUTES.

WHEREAS, in 2023, the Florida legislature enacted Chapter 2023-316, Laws of Florida, which amended F.S. 121.021 in order to provide that a person who has retired from FRS may provide volunteer services to an FRS employer within the first twelve (12) months following retirement without violating Florida statutes and an IRS regulation requiring termination from employment; and

WHEREAS, Ch. 2023-316, L.O.F., also provides that FRS employers may establish post-employment volunteer programs to allow retirees to provide civic, charitable and humanitarian services during the first 12 months following retirement without causing the retiree to violate the "full termination" requirements in F.S. 121.021 and 26 C.F.R. § 1.409A-1(h)(1)(ii); and

WHEREAS, Monroe County Administrative Instruction 4715.6 (Attachment 1) sets forth procedures for utilizing services from persons who wish to contribute their time and energies as volunteers for Monroe County; and

WHEREAS, Administrative Instruction 4715.6 states that any Florida Retirement System (FRS) retirees who wish to volunteer with Monroe County must adhere to the guidelines established by Section 121.091(15), Florida Statutes, laid out in Enclosure 2 to the Administrative Instruction; and

WHEREAS, in order to comply with F.S. 121.091(15), which requires the FRS employer to establish the post-employment volunteer program, staff requests approval and ratification of Administrative Instruction 4715.6 by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, THAT:

1. Administrative Instruction 4715.6, as it may be amended from time to time, is hereby approved and ratified by the Board of County Commissioners. The provisions of the Administrative Instruction that apply to FRS retirees, including the requirements set forth

in Enclosure (2) to the administrative Instructions, are hereby established as the post-employment volunteer program for Monroe County.

2. The Monroe County Employee Services Department is hereby directed to generate the appropriate forms and procedure in order to comply with F.S. 121.091(15)(g) as applied to Monroe County, which states that the FRS employer is required to maintain adequate records to document adherence to the criteria listed in F.S. 121.091(15)(a)-(f), and to make the records available upon request to the State Department of Management Services and the State Board of Administration.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 21st of February 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

(SEAL) BY: _____

MAYOR CRAIG CATES

ATTEST: KEVIN MADOK, CLERK

Approved as to form and legal sufficiency:
Monroe County Attorney's Office:

_____ Cynthia L. Hall 2-5-2024

AS DEPUTY CLERK

Online Sunshine

Select Year: 2023 Go

The 2023 Florida Statutes (including Special Session C)

Title X
PUBLIC OFFICERS, EMPLOYEES, AND RECORDS

Chapter 121
FLORIDA RETIREMENT SYSTEM

View Entire Chapter

121.091 Benefits payable under the system.—Benefits may not be paid under this section unless the member has terminated employment as provided in s. 121.021(39)(a) or begun participation in the Deferred Retirement Option Program as provided in subsection (13), and a proper application has been filed in the manner prescribed by the department. The department may cancel an application for retirement benefits when the member or beneficiary fails to timely provide the information and documents required by this chapter and the department's rules. The department shall adopt rules establishing procedures for application for retirement benefits and for the cancellation of such application when the required information or documents are not received.

(1) NORMAL RETIREMENT BENEFIT.—Upon attaining his or her normal retirement date, the member, upon application to the administrator, shall receive a monthly benefit which shall begin to accrue on the first day of the month of retirement and be payable on the last day of that month and each month thereafter during his or her lifetime. The normal retirement benefit, including any past or additional retirement credit, may not exceed 100 percent of the average final compensation. The amount of monthly benefit shall be calculated as the product of A and B, subject to the adjustment of C, if applicable, as set forth below:

(a)1. For creditable years of Regular Class service, A is 1.60 percent of the member's average final compensation, up to the member's normal retirement date. Upon completion of the first year after the normal retirement date, A is 1.63 percent of the member's average final compensation. Following the second year after the normal retirement date, A is 1.65 percent of the member's average final compensation. Following the third year after the normal retirement date, and for subsequent years, A is 1.68 percent of the member's average final compensation.

2. For creditable years of special risk service, A is:

a. Two percent of the member's average final compensation for all creditable years prior to October 1, 1974;

b. Three percent of the member's average final compensation for all creditable years after September 30, 1974, and before October 1, 1978;

c. Two percent of the member's average final compensation for all creditable years after September 30, 1978, and before January 1, 1989;

d. Two and two-tenths percent of the member's final monthly compensation for all creditable years after December 31, 1988, and before January 1, 1990;

e. Two and four-tenths percent of the member's average final compensation for all creditable years after December 31, 1989, and before January 1, 1991;

f. Two and six-tenths percent of the member's average final compensation for all creditable years after December 31, 1990, and before January 1, 1992;

g. Two and eight-tenths percent of the member's average final compensation for all creditable years after December 31, 1991, and before January 1, 1993;

h. Three percent of the member's average final compensation for all creditable years after December 31,

1992; and

i. Three percent of the member's average final compensation for all creditable years of service after September 30, 1978, and before January 1, 1993, for any special risk member who retires after July 1, 2000, or any member of the Special Risk Administrative Support Class entitled to retain the special risk normal retirement date who was a member of the Special Risk Class during the time period and who retires after July 1, 2000.

3. For creditable years of Senior Management Service Class service after January 31, 1987, A is 2 percent;

4. For creditable years of Elected Officers' Class service as a Supreme Court Justice, district court of appeal judge, circuit judge, or county court judge, A is $3\frac{1}{3}$ percent of the member's average final compensation, and for all other creditable service in such class, A is 3 percent of average final compensation;

(b) B is the number of the member's years and any fractional part of a year of creditable service earned subsequent to November 30, 1970; and

(c) C is the normal retirement benefit credit brought forward as of November 30, 1970, by a former member of an existing system. Such normal retirement benefit credit shall be determined as the product of X and Y when X is the percentage of average final compensation which the member would have been eligible to receive if the member had attained his or her normal retirement date as of November 30, 1970, all in accordance with the existing system under which the member is covered on November 30, 1970, and Y is average final compensation as defined in s. 121.021(24). However, any member of an existing retirement system who is eligible to retire and who does retire, become disabled, or die prior to April 15, 1971, may have his or her retirement benefits calculated on the basis of the best 5 of the last 10 years of service.

(d) A member's average final compensation shall be determined by formula to obtain the coverage for the 5 highest fiscal years' salaries, calculated as provided by rule.

(2) BENEFITS PAYABLE FOR DUAL NORMAL RETIREMENT AGES.—If a member accumulates retirement benefits to commence at different normal retirement ages by virtue of having performed duties for an employer which would entitle him or her to benefits as both a member of the Special Risk Class and a member of either the Regular Class, Senior Management Service Class, or Elected Officers' Class, the amount of benefits payable shall be computed separately with respect to each such age and the sum of such computed amounts shall be paid as provided in this section.

(3) EARLY RETIREMENT BENEFIT.—Upon retirement on his or her early retirement date, the member shall receive an immediate monthly benefit that shall begin to accrue on the first day of the month of the retirement date and be payable on the last day of that month and each month thereafter during his or her lifetime. Such benefit shall be calculated as follows:

(a) For a member initially enrolled:

1. Before July 1, 2011, the amount of each monthly payment shall be computed in the same manner as for a normal retirement benefit, in accordance with subsection (1), but shall be based on the member's average monthly compensation and creditable service as of the member's early retirement date. The benefit so computed shall be reduced by five-twelfths of 1 percent for each complete month by which the early retirement date precedes the normal retirement date of age 62 for a member of the Regular Class, Senior Management Service Class, or the Elected Officers' Class, and age 55 for a member of the Special Risk Class, or age 52 if a special risk member has completed 25 years of creditable service in accordance with s. 121.021(29)(b)3.

2. On or after July 1, 2011, the amount of each monthly payment shall be computed in the same manner as for a normal retirement benefit, in accordance with subsection (1), but shall be based on the member's average monthly compensation and creditable service as of the member's early retirement date. The benefit so computed shall be reduced by five-twelfths of 1 percent for each complete month by which the early retirement date precedes the normal retirement date of age 65 for a member of the Regular Class, Senior Management Service Class, or the Elected Officers' Class, and age 55 for a member of the Special Risk Class, or age 52 if a special risk member has completed 25 years of creditable service in accordance with s. 121.091(29)

(b)3.

(b) If the employment of a member is terminated by reason of death within 10 years before normal retirement as described in s. 121.021(29)(a)1.b. or s. 121.021(29)(a)2.b., the monthly benefit payable to the member's beneficiary shall be calculated in accordance with subsection (1), but must be based on average monthly compensation and creditable service as of the date of death. The benefit so computed shall be reduced by five-twelfths of 1 percent for each complete month by which death precedes the normal retirement date specified above or the date on which the member would have attained the normal retirement date had he or she survived and continued his or her employment, whichever provides a higher benefit.

(4) DISABILITY RETIREMENT BENEFIT.—

(a) *Disability retirement; entitlement and effective date.*—

1.a. A member who becomes totally and permanently disabled, as defined in paragraph (b), after completing 5 years of creditable service, or a member who becomes totally and permanently disabled in the line of duty regardless of service, is entitled to a monthly disability benefit; except that any member with less than 5 years of creditable service on July 1, 1980, or any person who becomes a member of the Florida Retirement System on or after such date must have completed 10 years of creditable service before becoming totally and permanently disabled in order to receive disability retirement benefits for any disability which occurs other than in the line of duty. However, if a member employed on July 1, 1980, who has less than 5 years of creditable service as of that date becomes totally and permanently disabled after completing 5 years of creditable service and is found not to have attained fully insured status for benefits under the federal Social Security Act, such member is entitled to a monthly disability benefit.

b. Effective July 1, 2001, a member of the pension plan who becomes totally and permanently disabled, as defined in paragraph (b), after completing 8 years of creditable service, or a member who becomes totally and permanently disabled in the line of duty regardless of service, is entitled to a monthly disability benefit.

2. If the division has received from the employer the required documentation of the member's termination of employment, the effective retirement date for a member who applies and is approved for disability retirement shall be established by rule of the division.

3. For a member who is receiving Workers' Compensation payments, the effective disability retirement date may not precede the date the member reaches Maximum Medical Improvement (MMI), unless the member terminates employment before reaching MMI.

(b) *Total and permanent disability.*—A member shall be considered totally and permanently disabled if, in the opinion of the administrator, he or she is prevented, by reason of a medically determinable physical or mental impairment, from rendering useful and efficient service as an officer or employee.

(c) *Proof of disability.*—The administrator, before approving payment of any disability retirement benefit, shall require proof that the member is totally and permanently disabled as provided herein:

1. Such proof shall include the certification of the member's total and permanent disability by two licensed physicians of the state and such other evidence of disability as the administrator may require, including reports from vocational rehabilitation, evaluation, or testing specialists who have evaluated the applicant for employment. A member whose position with an employer requires that the member work full time outside this state in the United States may include certification by two licensed physicians of the state where the member works. A member who is receiving care at a federal Veterans Health Administration facility may include certification by two licensed physicians working at the facility.

2. It must be documented that:

a. The member's medical condition occurred or became symptomatic during the time the member was employed in an employee/employer relationship with his or her employer;

b. The member was totally and permanently disabled at the time he or she terminated covered employment; and

c. The member has not been employed with any other employer after such termination.

3. If the application is for in-line-of-duty disability, in addition to the requirements of subparagraph 2., it

must be documented by competent medical evidence that the disability was caused by a job-related illness or accident which occurred while the member was in an employee/employer relationship with his or her employer.

4. The unavailability of an employment position that the member is physically and mentally capable of performing will not be considered as proof of total and permanent disability.

(d) *Election on appeal.*—A member whose application for regular disability retirement has been denied and who has filed an appeal to the State Retirement Commission may, if eligible, elect to receive normal or early service retirement benefits while he or she is awaiting the decision on the appeal. However:

1. If the member elects to receive service retirement benefits and disability benefits are later approved as a result of the appeal, the payment option chosen by the member may not be changed.

2. If the member elects to receive early service retirement and the appeal is later denied, the member may not change his or her election of early retirement.

Before such regular or early retirement benefits may be paid by the division, the member must provide to the division a written statement indicating that the member understands that such changes are not permitted after he or she begins receiving the benefits.

(e) *Disability retirement benefit.*—Upon the retirement of a member on his or her disability retirement date, the member shall receive a monthly benefit that shall begin to accrue on the first day of the month of disability retirement and shall be payable on the last day of that month and each month thereafter during his or her lifetime and continued disability.

(f) *Computation of disability retirement benefit.*—The amount of each monthly payment shall be computed in the same manner as for a normal retirement benefit, in accordance with subsection (1), but shall be based on disability option actuarial equivalency tables and the average monthly compensation and creditable service of the member as of the disability retirement date, subject to the following conditions:

1. If the member's disability occurred in the line of duty, the monthly Option 1 benefit shall not be less than:

a. Forty-two percent of average monthly compensation as of the disability retirement date; or

b. Sixty-five percent of the average monthly compensation as of the disability retirement date for a member of the special risk class who retires on or after July 1, 2000; or

2. If the member's disability occurred other than in the line of duty, the monthly Option 1 benefit shall not be less than 25 percent of average monthly compensation as of the disability retirement date.

(g) *Reapplication.*—A member, whose initial application for disability retirement has been denied, may reapply for disability benefits. However, such member's reapplication will be considered only if the member presents new medical evidence of a medical condition that existed prior to the member's termination of employment. The division may prescribe by rule procedures for reapplication and for review and approval or disapproval of reapplication.

(h) *Recovery from disability.*—The administrator may require periodic reexaminations at the expense of the retirement fund. The division may adopt rules establishing procedures for conducting and review of such reexaminations.

1. If the administrator finds that a member who is receiving disability benefits is, at any time prior to his or her normal retirement date, no longer disabled, the administrator shall direct that the benefits be discontinued. The decision of the administrator on this question shall be final and binding. If such member:

a. Does not reenter the employ of an employer and was not vested as of the disability retirement date, he or she shall be entitled to the excess, if any, of his or her accumulated contributions over the total disability benefits received up to the date of recovery.

b. Does not reenter the employ of an employer, but was vested as of the disability retirement date, he or she may elect to receive:

(I) The excess, if any, of his or her accumulated contributions over the total disability benefits received up to the date of recovery; or

(II) A deferred benefit commencing on the last day of the month of the normal retirement date which shall be payable on the last day of the month thereafter during his or her lifetime. The amount of such monthly benefit shall be computed in the same manner as for a normal retirement benefit, in accordance with subsection (1), but shall be based on average monthly compensation and creditable service as of the member's disability retirement date.

c. Reenters employment of an employer within 6 months after recovery, the member's service will be deemed to have been continuous, but the period beginning with the first month for which he or she received a disability benefit payment and ending with the date he or she reentered employment will not be considered as creditable service for the purpose of computing benefits except as provided in sub-subparagraph d. As used in this section, the term "accumulated contributions" for such member means the excess of the member's accumulated contributions as of the disability retirement date over the total disability benefits received under paragraph (e).

d. Terminates his or her disability benefit, reenters covered employment, and is continuously employed for a minimum of 1 year of creditable service, he or she may claim as creditable service the months during which he or she was receiving a disability benefit, upon payment of the required contributions. Contributions shall equal the total required employee and employer contribution rate applicable during the period the retiree received retirement benefits, multiplied times his or her rate of monthly compensation prior to the commencement of disability retirement for each month of the period claimed, plus 4 percent interest until July 1, 1975, and 6.5 percent interest thereafter, compounded annually each June 30 to the date of payment. If the member does not claim credit for all of the months he or she received disability benefits, the months claimed must be the most recent months of retirement. Such credit for periods of disability, when purchased under the Florida Retirement System, shall apply toward vesting requirements for eligibility to purchase additional credit for other service.

2. Both the member receiving disability benefits who reenters employment and the employer employing such disability retiree shall notify the division immediately upon reemployment, and the division shall terminate such member's disability benefits, effective the first day of the month following the month in which notification of recovery is received. If the member is reemployed with a Florida Retirement System employer at the time of benefit termination, and he or she has received disability retirement benefit and salary payments concurrently prior to notifying the division, he or she may elect within 30 days to:

a. Retain the retirement benefits received prior to termination of disability benefits and begin receiving retirement service credit effective upon the date of termination of benefits; or

b. Repay, within 12 months after his or her decision to receive service credit, the retirement benefits received for each month of reemployment prior to termination of disability benefits and begin receiving retirement service credit effective upon the date of reemployment. Any such unpaid benefits shall have compound interest of 6.5 percent added June 30.

A member may not receive both retirement service credit for employment and retirement benefits for the same month.

3. If, after recovery of disability and reentry into covered employment, the member again becomes disabled and is again approved for disability retirement, the Option 1 monthly retirement benefit shall not be less than the Option 1 monthly benefit calculated at the time of the previous disability, plus any cost of living increases up to the time the disability benefit was terminated upon his or her reentry into covered employment.

(i) *Nonadmissible causes of disability.*—A member shall not be entitled to receive any disability retirement benefit if the disability is a result of any of the following:

1. Injury or disease sustained by the member while willfully participating in a riot, civil insurrection, or other act of violence or while committing a felony;

2. Injury or disease sustained by the member after his or her employment has terminated; or

3. Intentional, self-inflicted injury.

(j) *Disability retirement of justice or judge by order of Supreme Court.*—

1. If a member is a justice of the Supreme Court, judge of a district court of appeal, circuit judge, or judge of a county court who has served for the number of years equal to, or greater than, the vesting requirement in s. 121.021(45) as an elected constitutional judicial officer, including service as a judicial officer, in any court abolished pursuant to Art. V of the State Constitution, and who is retired for disability by order of the Supreme Court upon recommendation of the Judicial Qualifications Commission pursuant to Art. V of the State Constitution, the member's Option 1 monthly benefit as provided in subparagraph (6)(a)1. may not be less than two-thirds of his or her monthly compensation as of the member's disability retirement date. Such member may alternatively elect to receive a disability retirement benefit under any other option as provided in paragraph (6)(a).

2. Should any justice or judge who is a member of the Florida Retirement System be retired for disability by order of the Supreme Court upon recommendation of the Judicial Qualifications Commission pursuant to Art. V of the State Constitution, then all contributions to his or her account and all contributions made on his or her behalf by the employer shall be transferred to and deposited in the General Revenue Fund of the state, and there is hereby appropriated annually out of the General Revenue Fund, to be paid into the Florida Retirement System Fund, an amount necessary to pay the benefits of all justices and judges retired from the Florida Retirement System pursuant to Art. V of the State Constitution.

(5) TERMINATION BENEFITS.—A member whose employment is terminated prior to retirement retains membership rights to previously earned member-noncontributory service credit, and to member-contributory service credit, if the member leaves the member contributions on deposit in his or her retirement account. If a terminated member receives a refund of member contributions, such member may reinstate membership rights to the previously earned service credit represented by the refund by completing 1 year of creditable service and repaying the refunded member contributions, plus interest.

(a) A member whose employment is terminated for any reason other than death or retirement before becoming vested is entitled to the return of his or her accumulated contributions as of the date of termination. Effective July 1, 2011, upon termination of employment from all participating employers for 3 calendar months as defined in s. 121.021(39)(c) for any reason other than retirement, a member may receive a refund of all contributions he or she has made to the pension plan, subject to the restrictions otherwise provided in this chapter. The refund may be received as a lump-sum payment, a rollover to a qualified plan, or a combination of these methods. Partial refunds are not permitted. The refund may not include any interest earnings on the contributions for a member of the pension plan. Employer contributions made on behalf of the member are not refundable. A member may not receive a refund of employee contributions if a pending or an approved qualified domestic relations order is filed against his or her retirement account. By obtaining a refund of contributions, a member waives all rights under the Florida Retirement System and the health insurance subsidy to the service credit represented by the refunded contributions, except the right to purchase his or her prior service credit in accordance with s. 121.081(2).

(b) A member whose employment is terminated for any reason other than death or retirement after becoming vested may elect to receive a deferred monthly benefit which shall begin to accrue on the first day of the month of normal or early retirement and shall be payable on the last day of that month and each month thereafter during his or her lifetime. The amount of monthly benefit shall be computed in the same manner as for a normal retirement benefit in accordance with subsection (1) or early retirement benefit in accordance with s. 121.021(30), but based on average monthly compensation and creditable service as of the date of termination.

(c) In lieu of the deferred monthly benefit provided in paragraph (b), the terminated member may elect to receive a lump-sum amount equal to his or her accumulated contributions as of the date of termination. Effective July 1, 2011, upon termination of employment from all participating employers for 3 calendar months as defined in s. 121.021(39)(c) for any reason other than retirement, a member may receive a refund of all

contributions he or she has made to the pension plan, subject to the restrictions otherwise provided in this chapter. Partial refunds are not permitted. The refund may not include any interest earnings on the contributions for a member of the pension plan. Employer contributions made on behalf of the member are not refundable. A member may not receive a refund of employee contributions if a pending or an approved qualified domestic relations order is filed against his or her retirement account. By obtaining a refund of contributions, a member waives all rights under the Florida Retirement System and the health insurance subsidy to the service credit represented by the refunded contributions, except the right to purchase his or her prior service credit in accordance with s. 121.081(2).

(d) If any retired member dies without having received in benefit payments an amount equal to his or her accumulated contributions, there shall be payable to his or her designated beneficiary an amount equal to the excess, if any, of the member's accumulated contributions over the total monthly payments made to the member prior to the date of death.

(e) A member shall be deemed a terminated member when termination of employment has occurred as provided in s. 121.021(39).

(f) Any member who has been found guilty by a verdict of a jury, or by the court trying the case without a jury, of committing, aiding, or abetting any embezzlement or theft from his or her employer, bribery in connection with the employment, or other felony specified in chapter 838, except ss. 838.15 and 838.16, committed prior to retirement, or who has entered a plea of guilty or of nolo contendere to such crime, or any member whose employment is terminated by reason of the member's admitted commitment, aiding, or abetting of an embezzlement or theft from his or her employer, bribery, or other felony specified in chapter 838, except ss. 838.15 and 838.16, shall forfeit all rights and benefits under this chapter, except the return of his or her accumulated contributions as of the date of termination.

(g) Any elected official who is convicted by the Senate of an impeachable offense shall forfeit all rights and benefits under this chapter, except the return of his or her accumulated contributions as of the date of the conviction.

(h) Any member who, prior to retirement, is adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees, or who has been found guilty by such court of violating any state law prohibiting strikes by public employees, shall forfeit all rights and benefits under this chapter, except the return of his or her accumulated contributions as of the date of the conviction.

(i) The division or the state board may not pay benefits to any member convicted of a felony committed on or after October 1, 2008, defined in s. 800.04 against a victim younger than 16 years of age, or defined in chapter 794 against a victim younger than 18 years of age, through the use or attempted use of power, rights, privileges, duties, or position of the member's public office or employment position. However, the division or the state board shall return the member's accumulated contributions, if any, that the member accumulated as of the date of conviction.

(j) Any beneficiary who by a verdict of a jury or by the court trying the case without a jury is found guilty, or who has entered a plea of guilty or nolo contendere, of unlawfully and intentionally killing or procuring the death of the member forfeits all rights to the deceased member's benefits under this chapter, and the benefits will be paid as if such beneficiary had predeceased the decedent.

(k) Benefits may not be paid by the division or the state board pending final resolution of such charges against a member or beneficiary if the resolution of such charges could require the forfeiture of benefits as provided in paragraph (f), paragraph (g), paragraph (h), paragraph (i), paragraph (j), or chapter 112.

(6) OPTIONAL FORMS OF RETIREMENT BENEFITS AND DISABILITY RETIREMENT BENEFITS.—

(a) Prior to the receipt of the first monthly retirement payment, a member shall elect to receive the retirement benefits to which he or she is entitled under subsection (1), subsection (2), subsection (3), or subsection (4) in accordance with one of the following options:

1. The maximum retirement benefit payable to the member during his or her lifetime.

2. A decreased retirement benefit payable to the member during his or her lifetime and, in the event of his

or her death within a period of 10 years after retirement, the same monthly amount payable for the balance of such 10-year period to his or her beneficiary or, in case the beneficiary is deceased, in accordance with subsection (8) as though no beneficiary had been named.

3. A decreased retirement benefit payable during the joint lifetime of both the member and his or her joint annuitant and which, after the death of either, shall continue during the lifetime of the survivor in the same amount, subject to the provisions of subsection (12).

4. A decreased retirement benefit payable during the joint lifetime of the member and his or her joint annuitant and which, after the death of either, shall continue during the lifetime of the survivor in an amount equal to $66^{2}/_{3}$ percent of the amount that was payable during the joint lifetime of the member and his or her joint annuitant, subject to the provisions of subsection (12).

The spouse of any member who elects to receive the benefit provided under subparagraph 1. or subparagraph 2. shall be notified of and shall acknowledge any such election. The division shall establish by rule a method for selecting the appropriate actuarial factor for optional forms of benefits selected under subparagraphs 3. and 4., based on the age of the member and the joint annuitant.

(b) The benefit payable under any option stated above shall be the actuarial equivalent, based on tables adopted by the administrator for this purpose, of the amount to which the member was otherwise entitled.

(c) A member who elects the option in subparagraph (a)2. shall, in accordance with subsection (8), designate one or more persons to receive the benefits payable in the event of his or her death. Such persons shall be the beneficiaries of the member. The member may also designate one or more contingent beneficiaries to receive any benefits remaining upon the death of the primary beneficiary.

(d) A member who elects the option in subparagraph (a)3. or subparagraph (a)4. shall, on a form provided for that purpose, designate a joint annuitant to receive the benefits which continue to be payable upon the death of the member. After benefits have commenced under the option in subparagraph (a)3. or subparagraph (a)4., the following shall apply:

1. A retired member may change his or her designation of a joint annuitant only twice. If such a retired member desires to change his or her designation of a joint annuitant, he or she shall file with the division a notarized “change of joint annuitant” form and shall notify the former joint annuitant in writing of such change. Effective the first day of the next month following receipt by the division of a completed change of joint annuitant form, the division shall adjust the member’s monthly benefit by the application of actuarial tables and calculations developed to ensure that the benefit paid is the actuarial equivalent of the present value of the member’s current benefit. The consent of a retired member’s first designated joint annuitant to any such change shall not be required. However, if either the member or the joint annuitant dies before the effective date of the request for change of joint annuitant, the requested change shall be void, and survivor benefits, if any, shall be paid as if no request had been made.

2. In the event of the dissolution of marriage of a retired member and a joint annuitant, such member may make an election to nullify the joint annuitant designation of the former spouse, unless there is an existing qualified domestic relations order preventing such action. The member shall file with the division a written, notarized nullification which shall be effective on the first day of the next month following receipt by the division. Benefits shall be paid as if the former spouse predeceased the member. A member who makes such an election may not reverse the nullification but may designate a new joint annuitant in accordance with subparagraph 1.

(e) The election of an option shall be null and void if the member dies before the effective date of retirement.

(f) A member who elects to receive benefits under the option in subparagraph (a)3. may designate one or more qualified persons, either a spouse or other dependent, as his or her joint annuitant to receive the benefits after the member’s death in whatever proportion he or she so assigns to each person named as joint annuitant. The division shall adopt appropriate actuarial tables and calculations necessary to ensure that the benefit paid

is the actuarial equivalent of the benefit to which the member is otherwise entitled under the option in subparagraph (a)1.

(g) Upon the death of a retired member or beneficiary receiving monthly benefits under this chapter, the monthly benefits shall be paid through the last day of the month of death and shall terminate, or be adjusted, if applicable, as of that date in accordance with the optional form of benefit selected at the time of retirement.

(h) The option selected or determined for payment of benefits as provided in this section shall be final and irrevocable at the time a benefit payment is cashed or deposited or credited to the Deferred Retirement Option Program as provided in subsection (13).

(7) DEATH BENEFITS.—

(a) If the employment of a member is terminated by reason of his or her death prior to being vested, except as provided in paragraph (f), there shall be payable to his or her designated beneficiary the member's accumulated contributions.

(b) If the employment of an active member who may or may not have applied for retirement is terminated by reason of his or her death subsequent to becoming vested and prior to his or her effective date of retirement, if established, it shall be assumed that the member retired as of the date of death in accordance with subsection (1) if eligible for normal retirement benefits, subsection (2) if eligible for benefits payable for dual normal retirement, or subsection (3) if eligible for early retirement benefits. Benefits payable to the designated beneficiary shall be as follows:

1. For a beneficiary who qualifies as a joint annuitant, the optional form of payment provided in accordance with subparagraph (6)(a)3. shall be paid for the joint annuitant's lifetime.

2. For a beneficiary who does not qualify as a joint annuitant, no continuing monthly benefit shall be paid and the beneficiary shall be entitled only to the return of the member's personal contributions. If there is no monetary interest in the member's retirement account for which such beneficiary is eligible, the beneficiary shall be the next named beneficiary or, if no other beneficiary is named, the beneficiary shall be the next eligible beneficiary according to subsection (8).

(c) If a retiring member dies on or after the effective date of retirement, but prior to a benefit payment being cashed or deposited, or credited to the Deferred Retirement Option Program, benefits shall be paid as follows:

1. For a designated beneficiary who qualifies as a joint annuitant, benefits shall be paid in the optional form of payment provided in subparagraph (6)(a)3. for the joint annuitant's lifetime or, if the member chose the optional form of payment provided in subparagraph (6)(a)2., the joint annuitant may select the form provided in either subparagraph (6)(a)2. or subparagraph (6)(a)3.

2. For a designated beneficiary who does not qualify as a joint annuitant, any benefits payable shall be paid as provided in the option selected by the member; or if the member has not selected an option, benefits shall be paid in the optional form of payment provided in subparagraph (6)(a)1.

(d) Notwithstanding any other provision in this chapter to the contrary, with the exception of the Deferred Retirement Option Program, as provided in subsection (13):

1. The surviving spouse of any member killed in the line of duty may receive a monthly pension equal to one-half of the monthly salary being received by the member at the time of death for the rest of the surviving spouse's lifetime or, if the member was vested, such surviving spouse may elect to receive a benefit as provided in paragraph (b). Benefits provided by this paragraph shall supersede any other distribution that may have been provided by the member's designation of beneficiary.

2. If the surviving spouse of a member killed in the line of duty dies, the monthly payments that would have been payable to such surviving spouse had such surviving spouse lived shall be paid for the use and benefit of such member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Beginning July 1, 2016, such payments may be extended, for the surviving child of a member in the Special Risk Class at the time he or she was killed in the line of duty on or after July 1, 2013, until the 25th

birthday of any child of the member if the child is unmarried and enrolled as a full-time student. Beginning July 1, 2017, such payments may be extended, for the surviving child of a member in the Special Risk Class at the time he or she was killed in the line of duty on or after July 1, 2002, until the 25th birthday of any child of the member if the child is unmarried and enrolled as a full-time student.

3. If a member killed in the line of duty leaves no surviving spouse but is survived by a child or children under 18 years of age, the benefits provided by subparagraph 1., normally payable to a surviving spouse, shall be paid for the use and benefit of such member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Beginning July 1, 2016, such monthly payments may be extended, for the surviving child of a member in the Special Risk Class at the time he or she was killed in the line of duty on or after July 1, 2013, until the 25th birthday of any child of the member if the child is unmarried and enrolled as a full-time student. Beginning July 1, 2017, such monthly payments may be extended, for the surviving child of a member in the Special Risk Class at the time he or she was killed in the line of duty on or after July 1, 2002, until the 25th birthday of any child of the member if the child is unmarried and enrolled as a full-time student.

4. The surviving spouse of a member whose benefit terminated because of remarriage shall have the benefit reinstated beginning July 1, 1993, at an amount that would have been payable had the benefit not been terminated.

(e) The surviving spouse or other dependent of any member, except a member who participated in the Deferred Retirement Option Program, whose employment is terminated by death shall, upon application to the administrator, be permitted to pay the required contributions for any service performed by the member which could have been claimed by the member at the time of his or her death. Such service shall be added to the creditable service of the member and shall be used in the calculation of any benefits which may be payable to the surviving spouse or other surviving dependent.

(f) Notwithstanding any other provisions in this chapter to the contrary and upon application to the administrator, an eligible joint annuitant, of a member whose employment is terminated by death within 1 year of such member satisfying the service requirements for vesting and retirement eligibility, shall be permitted to purchase only the additional service credit necessary to vest and qualify for retirement benefits, not to exceed a total of 1 year of credit, by one or a combination of the following methods:

1. Such eligible joint annuitant may use the deceased member's accumulated hours of annual, sick, and compensatory leave to purchase additional creditable service, on an hour by hour basis, provided that such deceased member's accumulated leave is sufficient to cover the additional months required. For each month of service credit needed prior to the final month, credit for the total number of work hours in that month must be purchased, using an equal number of the deceased member's accumulated leave hours. Service credit required for the final month in which the deceased member would have become vested shall be awarded upon the purchase of 1 hour of credit. Such eligible joint annuitant shall pay the contribution rate in effect for the period of time being claimed for the deceased member's class of membership, multiplied by such member's monthly salary at the time of death, plus 6.5 percent interest compounded annually. The accumulated leave payment used in the average final compensation shall not include that portion of the payment that represents any leave hours used in the purchase of such creditable service.

2. Such eligible joint annuitant may purchase additional months of creditable service for any periods of out-of-state service as provided in s. 121.1115, and in-state service as provided in s. 121.1122, that the deceased member would have been eligible to purchase prior to his or her death.

Service purchased under this paragraph shall be added to the creditable service of the member and used to vest for retirement eligibility, and shall be used in the calculation of any benefits which may be payable to the eligible joint annuitant. Any benefits paid in accordance with this paragraph shall only be made prospectively.

(g) Notwithstanding any other provisions in this chapter to the contrary, if any member who is vested dies and the surviving spouse receives a refund of the accumulated contributions made to the retirement trust fund,

such spouse may pay to the Division of Retirement an amount equal to the sum of the amount of the deceased member's accumulated contributions previously refunded plus interest at 4 percent compounded annually each June 30 from the date of refund until July 1, 1975, and 6.5 percent interest compounded annually thereafter, until full payment is made, and receive the monthly retirement benefit as provided in paragraph (b).

(h) The designated beneficiary who is the surviving spouse or other dependent of a member whose employment is terminated by death subsequent to becoming vested, but prior to actual retirement, may elect to receive a deferred monthly benefit as if the member had lived and had elected a deferred monthly benefit, as provided in paragraph (5)(b), calculated on the basis of the average final compensation and creditable service of the member at his or her death and the age the member would have attained on the commencement date of the deferred benefit elected by the beneficiary, paid in accordance with option 3 of paragraph (6)(a).

(i) Notwithstanding any provision in this chapter to the contrary, if a member in the Special Risk Class, other than a participant in the Deferred Retirement Option Program under subsection (13), is killed in the line of duty on or after July 1, 2002, the following benefits are payable in addition to the benefits provided in paragraph (d):

1. The surviving spouse may receive a monthly pension equal to one-half of the monthly salary being received by the member at the time of the member's death for the rest of the surviving spouse's lifetime or, if the member was vested, such surviving spouse may elect to receive a benefit as provided in paragraph (b). Benefits provided by this paragraph supersede any other distribution that may have been provided by the member's designation of beneficiary.

2. If the surviving spouse dies, the monthly payments that otherwise would have been payable to such surviving spouse shall be paid for the use and benefit of the member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Such monthly payments may be extended until the 25th birthday of the member's child if the child is unmarried and enrolled as a full-time student.

3. If the member leaves no surviving spouse but is survived by a child or children under 18 years of age, the benefits provided by subparagraph 1., normally payable to a surviving spouse, shall be paid for the use and benefit of such member's child or children under 18 years of age and unmarried until the 18th birthday of the member's youngest child. Such monthly payments may be extended until the 25th birthday of any of the member's children if the child is unmarried and enrolled as a full-time student.

(8) DESIGNATION OF BENEFICIARIES.—

(a) Each member may, on a form provided for that purpose, signed and filed with the division, designate a choice of one or more persons, named sequentially or jointly, as his or her beneficiary who shall receive the benefits, if any, which may be payable in the event of the member's death pursuant to the provisions of this chapter. If no beneficiary is named in the manner provided above, or if no beneficiary designated by the member survives the member, the beneficiary shall be the spouse of the deceased, if living. If the member's spouse is not alive at his or her death, the beneficiary shall be the living children of the member. If no children survive, the beneficiary shall be the member's father or mother, if living; otherwise, the beneficiary shall be the member's estate. The beneficiary most recently designated by a member on a form or letter filed with the division shall be the beneficiary entitled to any benefits payable at the time of the member's death, except that benefits shall be paid as provided in paragraph (7)(d) when death occurs in the line of duty. Notwithstanding any other provisions in this subsection to the contrary, for a member who dies prior to his or her effective date of retirement on or after January 1, 1999, the spouse at the time of death shall be the member's beneficiary unless such member designates a different beneficiary as provided herein subsequent to the member's most recent marriage.

(b) A designated beneficiary of a retirement account for whom there is a monetary interest may disclaim his or her monetary interest as provided in chapter 739 and in accordance with division rules governing such disclaimers. Such disclaimer must be filed within 24 months after the event that created the interest, that is, the death of the member or annuitant.

(c) Notwithstanding the member's designation of benefits to be paid through a trust to a beneficiary that is a natural person as provided in s. 121.021(46), and notwithstanding the provisions of the trust, benefits shall be paid directly to the beneficiary if the person is no longer a minor or an incapacitated person as defined in s. 744.102.

(9) EMPLOYMENT AFTER RETIREMENT; LIMITATION.—

(a) Any person who is retired under this chapter, except under the disability retirement provisions of subsection (4), may be employed by an employer that does not participate in a state-administered retirement system and receive compensation from that employment without limiting or restricting in any way the retirement benefits payable to that person.

(b) Any person whose retirement is effective before July 1, 2010, or whose participation in the Deferred Retirement Option Program terminates before July 1, 2010, except under the disability retirement provisions of subsection (4) or as provided in s. 121.053, may be reemployed by an employer that participates in a state-administered retirement system and receive retirement benefits and compensation from that employer, except that the person may not be reemployed by an employer participating in the Florida Retirement System before meeting the definition of termination in s. 121.021 and may not receive both a salary from the employer and retirement benefits for 12 calendar months immediately subsequent to the date of retirement. However, a DROP participant shall continue employment and receive a salary during the period of participation in the Deferred Retirement Option Program, as provided in subsection (13).

1. A retiree who violates such reemployment limitation before completion of the 12-month limitation period must give timely notice of this fact in writing to the employer and to the Division of Retirement or the state board and shall have his or her retirement benefits suspended for the months employed or the balance of the 12-month limitation period as required in sub-subparagraphs b. and c. A retiree employed in violation of this paragraph and an employer who employs or appoints such person are jointly and severally liable for reimbursement to the retirement trust fund, including the Florida Retirement System Trust Fund and the Florida Retirement System Investment Plan Trust Fund, from which the benefits were paid. The employer must have a written statement from the retiree that he or she is not retired from a state-administered retirement system. Retirement benefits shall remain suspended until repayment has been made. Benefits suspended beyond the reemployment limitation shall apply toward repayment of benefits received in violation of the reemployment limitation.

a. A district school board may reemploy a retiree as a substitute or hourly teacher, education paraprofessional, transportation assistant, bus driver, or food service worker on a noncontractual basis after he or she has been retired for 1 calendar month. A district school board may reemploy a retiree as instructional personnel, as defined in s. 1012.01(2)(a), on an annual contractual basis after he or she has been retired for 1 calendar month. Any member who is reemployed within 1 calendar month after retirement shall void his or her application for retirement benefits. District school boards reemploying such teachers, education paraprofessionals, transportation assistants, bus drivers, or food service workers are subject to the retirement contribution required by subparagraph 2.

b. A Florida College System institution board of trustees may reemploy a retiree as an adjunct instructor or as a participant in a phased retirement program within the Florida College System, after he or she has been retired for 1 calendar month. A member who is reemployed within 1 calendar month after retirement shall void his or her application for retirement benefits. Boards of trustees reemploying such instructors are subject to the retirement contribution required in subparagraph 2. A retiree may be reemployed as an adjunct instructor for no more than 780 hours during the first 12 months of retirement. A retiree reemployed for more than 780 hours during the first 12 months of retirement must give timely notice in writing to the employer and to the Division of Retirement or the state board of the date he or she will exceed the limitation. The division shall suspend his or her retirement benefits for the remainder of the 12 months of retirement. Any retiree employed in violation of this sub-subparagraph and any employer who employs or appoints such person without notifying the division to suspend retirement benefits are jointly and severally liable for any benefits paid during the reemployment

limitation period. The employer must have a written statement from the retiree that he or she is not retired from a state-administered retirement system. Any retirement benefits received by the retiree while reemployed in excess of 780 hours during the first 12 months of retirement must be repaid to the Florida Retirement System Trust Fund, and retirement benefits shall remain suspended until repayment is made. Benefits suspended beyond the end of the retiree's first 12 months of retirement shall apply toward repayment of benefits received in violation of the 780-hour reemployment limitation.

c. The State University System may reemploy a retiree as an adjunct faculty member or as a participant in a phased retirement program within the State University System after the retiree has been retired for 1 calendar month. A member who is reemployed within 1 calendar month after retirement shall void his or her application for retirement benefits. The State University System is subject to the retired contribution required in subparagraph 2., as appropriate. A retiree may be reemployed as an adjunct faculty member or a participant in a phased retirement program for no more than 780 hours during the first 12 months of his or her retirement. A retiree reemployed for more than 780 hours during the first 12 months of retirement must give timely notice in writing to the employer and to the Division of Retirement or the state board of the date he or she will exceed the limitation. The division shall suspend his or her retirement benefits for the remainder of the 12 months. Any retiree employed in violation of this sub-subparagraph and any employer who employs or appoints such person without notifying the division to suspend retirement benefits are jointly and severally liable for any benefits paid during the reemployment limitation period. The employer must have a written statement from the retiree that he or she is not retired from a state-administered retirement system. Any retirement benefits received by the retiree while reemployed in excess of 780 hours during the first 12 months of retirement must be repaid to the Florida Retirement System Trust Fund, and retirement benefits shall remain suspended until repayment is made. Benefits suspended beyond the end of the retiree's first 12 months of retirement shall apply toward repayment of benefits received in violation of the 780-hour reemployment limitation.

d. The Board of Trustees of the Florida School for the Deaf and the Blind may reemploy a retiree as a substitute teacher, substitute residential instructor, or substitute nurse on a noncontractual basis after he or she has been retired for 1 calendar month. Any member who is reemployed within 1 calendar month after retirement shall void his or her application for retirement benefits. The Board of Trustees of the Florida School for the Deaf and the Blind reemploying such teachers, residential instructors, or nurses is subject to the retirement contribution required by subparagraph 2.

e. A developmental research school may reemploy a retiree as a substitute or hourly teacher or an education paraprofessional as defined in s. 1012.01(2) on a noncontractual basis after he or she has been retired for 1 calendar month. A developmental research school may reemploy a retiree as instructional personnel, as defined in s. 1012.01(2)(a), on an annual contractual basis after he or she has been retired for 1 calendar month after retirement. Any member who is reemployed within 1 calendar month voids his or her application for retirement benefits. A developmental research school that reemploys retired teachers and education paraprofessionals is subject to the retirement contribution required by subparagraph 2.

f. A charter school may reemploy a retiree as a substitute or hourly teacher on a noncontractual basis after he or she has been retired for 1 calendar month. A charter school may reemploy a retired member as instructional personnel, as defined in s. 1012.01(2)(a), on an annual contractual basis after he or she has been retired for 1 calendar month after retirement. Any member who is reemployed within 1 calendar month voids his or her application for retirement benefits. A charter school that reemploys such teachers is subject to the retirement contribution required by subparagraph 2.

2. The employment of a retiree or DROP participant of a state-administered retirement system does not affect the average final compensation or years of creditable service of the retiree or DROP participant. Before July 1, 1991, upon employment of any person, other than an elected officer as provided in s. 121.053, who is retired under a state-administered retirement program, the employer shall pay retirement contributions in an amount equal to the unfunded actuarial liability portion of the employer contribution which would be required for regular members of the Florida Retirement System. Effective July 1, 1991, contributions shall be made as

provided in s. 121.122 for retirees who have renewed membership or, as provided in subsection (13), for DROP participants.

3. Any person who is holding an elective public office which is covered by the Florida Retirement System and who is concurrently employed in nonelected covered employment may elect to retire while continuing employment in the elective public office if he or she terminates his or her nonelected covered employment. Such person shall receive his or her retirement benefits in addition to the compensation of the elective office without regard to the time limitations otherwise provided in this subsection. A person who seeks to exercise the provisions of this subparagraph as they existed before May 3, 1984, may not be deemed to be retired under those provisions, unless such person is eligible to retire under this subparagraph, as amended by chapter 84-11, Laws of Florida.

(c) Any person whose retirement is effective on or after July 1, 2010, or whose participation in the Deferred Retirement Option Program terminates on or after July 1, 2010, who is retired under this chapter, except under the disability retirement provisions of subsection (4) or as provided in s. 121.053, may be reemployed by an employer that participates in a state-administered retirement system and receive retirement benefits and compensation from that employer. However, a person may not be reemployed by an employer participating in the Florida Retirement System before meeting the definition of termination in s. 121.021 and may not receive both a salary from the employer and retirement benefits for 6 calendar months after meeting the definition of termination, except as provided in paragraph (f). However, a DROP participant shall continue employment and receive a salary during the period of participation in the Deferred Retirement Option Program, as provided in subsection (13).

1. The reemployed retiree may not renew membership in the Florida Retirement System, except as provided in s. 121.122.

2. The employer shall pay retirement contributions in an amount equal to the unfunded actuarial liability portion of the employer contribution that would be required for active members of the Florida Retirement System in addition to the contributions required by s. 121.76.

3. A retiree initially reemployed in violation of this paragraph and an employer that employs or appoints such person are jointly and severally liable for reimbursement of any retirement benefits paid to the retirement trust fund from which the benefits were paid, including the Florida Retirement System Trust Fund and the Florida Retirement System Investment Plan Trust Fund, as appropriate. The employer must have a written statement from the employee that he or she is not retired from a state-administered retirement system. Retirement benefits shall remain suspended until repayment is made. Benefits suspended beyond the end of the retiree's 6-month reemployment limitation period shall apply toward the repayment of benefits received in violation of this paragraph.

(d) This subsection applies to retirees, as defined in s. 121.4501(2), of the Florida Retirement System Investment Plan, subject to the following conditions:

1. A retiree may not be reemployed with an employer participating in the Florida Retirement System until such person has been retired for 6 calendar months.

2. A retiree employed in violation of this subsection and an employer that employs or appoints such person are jointly and severally liable for reimbursement of any benefits paid to the retirement trust fund from which the benefits were paid. The employer must have a written statement from the retiree that he or she is not retired from a state-administered retirement system.

(e) The limitations of this subsection apply to reemployment in any capacity irrespective of the category of funds from which the person is compensated.

(f) A retired law enforcement officer may be reemployed as a school resource officer by an employer that participates in the Florida Retirement System and receive compensation from that employer and retirement benefits after meeting the definition of termination in s. 121.021, but may not receive both a salary from the employer and retirement benefits for 6 calendar months immediately subsequent to the date of retirement. The reemployed retired law enforcement officer may not renew membership in the Florida Retirement System,

except as provided in s. 121.122.

(10) FUTURE BENEFITS BASED ON ACTUARIAL DATA.—It is the intent of the Legislature that future benefit increases enacted into law in this chapter shall be financed concurrently by increased contributions or other adequate funding, and such funding shall be based on sound actuarial data as developed by the actuary or state retirement actuary, as provided in ss. 121.021(6) and 121.192.

(11) A member who becomes eligible to retire and has accumulated the maximum benefit of 100 percent of average final compensation may continue in active service, and, if upon the member's retirement the member elects to receive a retirement compensation pursuant to subsection (2), subsection (6), or subsection (7), the actuarial equivalent percentage factor applicable to the age of such member at the time the member reached the maximum benefit and to the age, at that time, of the member's spouse shall determine the amount of benefits to be paid.

(12) SPECIAL PROVISIONS FOR PAYMENT OF CERTAIN SURVIVOR BENEFITS.—Notwithstanding any provision of this chapter to the contrary, for members with an effective date of retirement, or date of death if prior to retirement, on or after January 1, 1996, the named joint annuitant, as defined in s. 121.021(28)(b), who is eligible to receive benefits under subparagraph (6)(a)3. or subparagraph (6)(a)4., shall receive the maximum monthly retirement benefit that would have been payable to the member under subparagraph (6)(a)1.; however, payment of such benefit shall cease the month the joint annuitant attains age 25 unless such joint annuitant is disabled and incapable of self-support, in which case, benefits shall cease when the joint annuitant is no longer disabled. The administrator may require proof of disability or continued disability in the same manner as is provided for a member seeking or receiving a disability retirement benefit under subsection (4).

[3](13) DEFERRED RETIREMENT OPTION PROGRAM.—In general, and subject to this section, the Deferred Retirement Option Program, hereinafter referred to as DROP, is a program under which an eligible member of the Florida Retirement System may elect to participate, deferring receipt of retirement benefits while continuing employment with his or her Florida Retirement System employer. The deferred monthly benefits shall accrue in the Florida Retirement System on behalf of the member, plus interest compounded monthly, for the specified period of the DROP participation, as provided in paragraph (c). Upon termination of employment, the member shall receive the total DROP benefits and begin to receive the previously determined normal retirement benefits. Participation in the DROP does not guarantee employment for the specified period of DROP.

(a) *Eligibility of member to participate in DROP.*—All active Florida Retirement System members in a regularly established position, and all active members of the Teachers' Retirement System established in chapter 238 or the State and County Officers' and Employees' Retirement System established in chapter 122, which are consolidated within the Florida Retirement System under s. 121.011, are eligible to elect participation in DROP if:

1. The member is not a renewed member under s. 121.122 or a member of the State Community College System Optional Retirement Program under s. 121.051, the Senior Management Service Optional Annuity Program under s. 121.055, or the optional retirement program for the State University System under s. 121.35.

2. Election to participate in DROP may be made at any time following the date on which the member first reaches his or her normal retirement date. The member shall advise his or her employer and the division in writing of the date DROP begins. When establishing eligibility to participate in DROP, the member may elect to include or exclude any optional service credit purchased by the member from the total service used to establish the normal retirement date. A member who has dual normal retirement dates is eligible to elect to participate in DROP after attaining normal retirement date in either class.

3. The employer of a member electing to participate in DROP, or employers if dually employed, shall acknowledge in writing to the division the date the member's participation in DROP begins and the date the member's employment and DROP participation terminates.

4. Simultaneous employment of a member by additional Florida Retirement System employers subsequent to the commencement of a member's participation in DROP is permissible if such employers acknowledge in

writing a DROP termination date no later than the member's existing termination date or the maximum participation period provided in paragraph (b).

5. A member may change employers while participating in DROP, subject to the following:

a. A change of employment takes place without a break in service so that the member receives salary for each month of continuous DROP participation. If a member receives no salary during a month, DROP participation ceases unless the employer verifies a continuation of the employment relationship for such member pursuant to s. 121.021(39)(b).

b. The member and new employer notify the division of the identity of the new employer on forms required by the division.

c. The new employer acknowledges, in writing, the member's DROP termination date, which may be extended but not beyond the maximum participation period provided in paragraph (b), acknowledges liability for any additional retirement contributions and interest required if the member fails to timely terminate employment, and is subject to the adjustment required in sub-subparagraph (c)5.d.

(b) *Participation in DROP.*—Except as provided in this paragraph, an eligible member may elect to participate in DROP for a period not to exceed a maximum of 96 calendar months.

1.a. Members who are instructional personnel employed by the Florida School for the Deaf and the Blind and authorized by the Board of Trustees of the Florida School for the Deaf and the Blind, who are instructional personnel as defined in s. 1012.01(2)(a)-(d) in grades K-12 and authorized by the district school superintendent, or who are instructional personnel as defined in s. 1012.01(2)(a) employed by a developmental research school and authorized by the school's director, or if the school has no director, by the school's principal, may:

(I) Extend DROP participation beyond the initial 96-calendar-month period if the instructional personnel's termination date is before the end of the school year. Such instructional personnel may have DROP participation extended until the last day of the last calendar month of the school year in which their original DROP termination date occurred if a date other than the last day of the last calendar month of the school year is designated.

(II) Participate in DROP for up to 24 calendar months beyond the 96-month period. Instructional personnel who are authorized to extend DROP participation beyond the 96-month period must have a termination date that is the last day of the last calendar month of the school year within the DROP extension granted by the employer. If the member's DROP participation has already been extended for the maximum 24 calendar months and the extension period concludes before the end of the school year, the member's DROP participation may be extended through the last day of the last calendar month of that school year. This sub-sub-subparagraph expires June 30, 2029.

The employer shall notify the division of the change in termination date and the additional period of DROP participation for the affected instructional personnel.

b. Administrative personnel in grades K-12, as defined in s. 1012.01(3), may be authorized to extend DROP participation beyond the initial 96 calendar month period if the administrative personnel's termination date is before the end of the school year. Such administrative personnel may have DROP participation extended until the last day of the last calendar month of the school year in which their original DROP termination date occurred if a date other than the last day of the last calendar month of the school year is designated. The employer shall notify the division of the change in termination date and the additional period of DROP participation for the affected administrative personnel.

2. Upon deciding to participate in DROP, the member shall submit, on forms required by the division:

a. A written election to participate in DROP;

b. Selection of DROP participation and termination dates that satisfy the limitations stated in paragraph (a) and this paragraph. The termination date must be in a binding letter of resignation to the employer establishing a deferred termination date. The member may change the termination date within the limitations of this paragraph, but only with the written approval of the employer;

c. A properly completed DROP application for service retirement as provided in this section; and

d. Any other information required by the division.

3. The DROP participant is a retiree under the Florida Retirement System for all purposes, except for paragraph (5)(f) and subsection (9) and ss. 112.3173, 112.363, 121.053, and 121.122. DROP participation is final and may not be canceled by the participant after the first payment is credited during the DROP participation period. However, participation in DROP does not alter the participant's employment status, and the member is not deemed retired from employment until his or her deferred resignation is effective and termination occurs as defined in s. 121.021.

4. Elected officers are eligible to participate in DROP subject to the following:

a. An elected officer who reaches normal retirement date during a term of office may defer the election to participate until the next succeeding term in that office. An elected officer who exercises this option may participate in DROP for up to 96 calendar months or no longer than the succeeding term of office, whichever is less.

b. An elected or a nonelected participant may run for a term of office while participating in DROP and, if elected, extend the DROP termination date accordingly; however, if such additional term of office exceeds the 96-month limitation established in this paragraph, and the officer does not resign from office within such limitation, the retirement and the participant's DROP is null and void as provided in sub-subparagraph (c)5.d.

c. An elected officer who is dually employed and elects to participate in DROP must terminate all employment relationships as provided in s. 121.021(39) for the nonelected position within the original period or maximum participation period as provided in this paragraph. For DROP participation ending:

(I) Before July 1, 2010, the officer may continue employment as an elected officer as provided in s. 121.053. The elected officer shall be enrolled as a renewed member in the Elected Officers' Class or the Regular Class, as provided in ss. 121.053 and 121.122, on the first day of the month after termination of employment in the nonelected position and termination of DROP. Distribution of the DROP benefits shall be made as provided in paragraph (c).

(II) On or after July 1, 2010, the officer may continue employment as an elected officer but must defer termination as provided in s. 121.053.

d. An elected officer who has deferred termination as provided in s. 121.053 before June 30, 2023, is ineligible to extend DROP participation beyond 60 months.

(c) *Benefits payable under DROP.*—

1. Effective on the date of DROP participation, the member's initial normal monthly benefit, including creditable service, optional form of payment, and average final compensation, and the effective date of retirement are fixed. The beneficiary established under the Florida Retirement System is the beneficiary eligible to receive any DROP benefits payable if the DROP participant dies before completing the period of DROP participation. If a joint annuitant predeceases the member, the member may name a beneficiary to receive accumulated DROP benefits payable. The retirement benefit, the annual cost of living adjustments provided in s. 121.101, and interest accrue monthly in the Florida Retirement System Trust Fund. For members whose DROP participation begins:

a. Before July 1, 2011, the interest accrues at an effective annual rate of 6.5 percent compounded monthly, on the prior month's accumulated ending balance, up to the month of termination or death, except as provided in s. 121.053(7).

b. On or after July 1, 2011, the interest accrues:

(I) Through June 30, 2023, at an effective annual rate of 1.3 percent, compounded monthly, on the prior month's accumulated ending balance, up to the month of termination or death, except as provided in s. 121.053(7).

(II) Beginning July 1, 2023, at an effective annual rate of 4 percent, compounded monthly, on the prior month's accumulated ending balance, up to the month of termination or death, except as provided in s. 121.053(7).

2. Each employee who elects to participate in DROP may elect to receive a lump-sum payment for accrued annual leave earned in accordance with agency policy upon beginning participation in DROP. The accumulated leave payment certified to the division upon commencement of DROP shall be included in the calculation of the member's average final compensation. The employee electing the lump-sum payment is not eligible to receive a second lump-sum payment upon termination, except to the extent the employee has earned additional annual leave which, combined with the original payment, does not exceed the maximum lump-sum payment allowed by the employing agency's policy or rules. An early lump-sum payment shall be based on the hourly wage of the employee at the time he or she begins participation in DROP. If the member elects to wait and receive a lump-sum payment upon termination of DROP and termination of employment with the employer, any accumulated leave payment made at that time may not be included in the member's retirement benefit, which was determined and fixed by law when the employee elected to participate in DROP.

3. The effective date of DROP participation and the effective date of retirement of a DROP participant shall be the first day of the month selected by the member to begin participation in DROP, provided such date is properly established, with the written confirmation of the employer, and the approval of the division, on forms required by the division.

4. Normal retirement benefits and any interest continue to accrue in DROP until the established termination date of DROP or until the member terminates employment or dies before such date, except as provided in s. 121.053(7). Although individual DROP accounts may not be established, a separate accounting of each member's accrued benefits under DROP shall be calculated and provided to the member.

5. At the conclusion of the member's participation in DROP, the division shall distribute the member's total accumulated DROP benefits, subject to the following:

a. The division shall receive verification by the member's employer or employers that the member has terminated all employment relationships as provided in s. 121.021(39).

b. The terminated DROP participant or, if deceased, the member's named beneficiary, shall elect on forms provided by the division to receive payment of the DROP benefits in accordance with one of the options listed below. If a member or beneficiary fails to elect a method of payment within 60 days after termination of DROP, the division shall pay a lump sum as provided in sub-sub-subparagraph (I).

(I) Lump sum.—All accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service, shall be paid to the DROP participant or surviving beneficiary.

(II) Direct rollover.—All accrued DROP benefits, plus interest, shall be paid from DROP directly to the custodian of an eligible retirement plan as defined in s. 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased member, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in s. 402(c)(9) of the Internal Revenue Code.

(III) Partial lump sum.—A portion of the accrued DROP benefits shall be paid to DROP participant or surviving spouse, less withholding taxes remitted to the Internal Revenue Service, and the remaining DROP benefits must be transferred directly to the custodian of an eligible retirement plan as defined in s. 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving spouse of a deceased member, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in s. 402(c)(9) of the Internal Revenue Code. The proportions must be specified by the DROP participant or surviving beneficiary.

c. The form of payment selected by the DROP participant or surviving beneficiary must comply with the minimum distribution requirements of the Internal Revenue Code.

d. A DROP participant who fails to terminate all employment relationships as provided in s. 121.021(39) shall be deemed as not retired, and the DROP election is null and void. Florida Retirement System membership shall be reestablished retroactively to the date of the commencement of DROP, and each employer with whom the member continues employment must pay to the Florida Retirement System Trust Fund the difference between the DROP contributions paid in paragraph (i) and the contributions required for the applicable Florida

Retirement System class of membership during the period the member participated in DROP, plus 6.5 percent interest compounded annually.

6. The retirement benefits of any DROP participant who terminates all employment relationships as provided in s. 121.021(39) but is reemployed in violation of the reemployment provisions of subsection (9) are suspended during those months in which the retiree is in violation. Any retiree in violation of this subparagraph and any employer that employs or appoints such person without notifying the division to suspend retirement benefits are jointly and severally liable for any benefits paid during the reemployment limitation period. The employer must have a written statement from the retiree that he or she is not retired from a state-administered retirement system. Any retirement benefits received by a retiree while employed in violation of the reemployment limitations must be repaid to the Florida Retirement System Trust Fund, and his or her retirement benefits shall remain suspended until payment is made. Benefits suspended beyond the end of the reemployment limitation period apply toward repayment of benefits received in violation of the reemployment limitation.

7. The accrued benefits of any DROP participant, and any contributions accumulated under the program, are not subject to assignment, execution, attachment, or any legal process except for qualified domestic relations court orders, income deduction orders as provided in s. 61.1301, and federal income tax levies.

8. DROP participants are not eligible for disability retirement benefits as provided in subsection (4).

(d) *Death benefits under DROP.*—

1. Upon the death of a DROP participant, the named beneficiary is entitled to apply for and receive the accrued benefits in DROP as provided in sub-subparagraph (c)5.b.

2. The normal retirement benefit accrued to DROP during the month of a participant's death is the final monthly benefit credited for such DROP participant.

3. Eligibility to participate in DROP terminates upon death of the participant. If the participant dies on or after the effective date of enrollment in DROP, but before the first monthly benefit is credited to DROP, Florida Retirement System benefits are paid in accordance with subparagraph (7)(c)1. or subparagraph 2.

4. A DROP participant's survivors are not eligible to receive Florida Retirement System death benefits as provided in paragraph (7)(d).

(e) *Cost-of-living adjustment.*—On each July 1, the participant's normal retirement benefit shall be increased as provided in s. 121.101.

(f) *Retiree health insurance subsidy.*—DROP participants are not eligible to apply for the retiree health insurance subsidy payments as provided in s. 112.363 until such participants have terminated employment and participation in DROP.

(g) *Renewed membership.*—DROP participants are not eligible for renewed membership in the Florida Retirement System under ss. 121.053 and 121.122 until all employment relationships are terminated as provided in s. 121.021(39).

(h) *Employment limitation after DROP participation.*—Upon termination as defined in s. 121.021, DROP participants are subject to the same reemployment limitations as other retirees. Reemployment restrictions applicable to retirees as provided in subsection (9) do not apply to DROP participants until their employment and participation in DROP are terminated.

(i) *Contributions.*—

1. All employers paying the salary of a DROP participant filling a regularly established position shall contribute 8.0 percent of such participant's gross compensation for the period of July 1, 2002, through June 30, 2003, and the percentage of such compensation required by s. 121.71 thereafter, which shall constitute the entire employer DROP contribution with respect to such participant. Such contributions, payable to the Florida Retirement System Trust Fund in the same manner as required in s. 121.071, must be made as appropriate for each pay period and are in addition to contributions required for social security and the Retiree Health Insurance Subsidy Trust Fund. Such employer, social security, and health insurance subsidy contributions are not included in DROP.

2. The employer shall, in addition to subparagraph 1., also withhold one-half of the entire social security contribution required for the participant. Contributions for social security by each participant and each employer, in the amount required for social security coverage as provided by the federal Social Security Act, are in addition to contributions specified in subparagraph 1.

3. All employers paying the salary of a DROP participant filling a regularly established position shall contribute the percent of such participant's gross compensation required in s. 121.071(4), which constitutes the employer's health insurance subsidy contribution with respect to such participant. Such contributions must be deposited by the administrator in the Retiree Health Insurance Subsidy Trust Fund.

(j) *Forfeiture of retirement benefits.*—This section does not remove DROP participants from the scope of s. 8(d), Art. II of the State Constitution, s. 112.3173, and paragraph (5)(f). DROP participants who commit a specified felony offense while employed are subject to forfeiture of all retirement benefits, including DROP benefits, pursuant to those provisions of law.

(k) *Administration of program.*—The division shall adopt rules as necessary for the effective and efficient administration of this subsection. The division is not required to advise members of the federal tax consequences of an election related to the DROP but may advise members to seek independent advice.

(14) PAYMENT OF BENEFITS.—This subsection applies to the payment of benefits to a payee (retiree or beneficiary) under the Florida Retirement System:

(a) Federal income tax shall be withheld in accordance with federal law, unless the payee elects otherwise on Form W-4P. The division shall prepare and distribute to each recipient of monthly retirement benefits an appropriate income tax form that reflects the recipient's income and federal income tax withheld for the calendar year just ended.

(b) Subject to approval by the division in accordance with rule 60S-4.015, Florida Administrative Code, a payee receiving retirement benefits under the system may also have the following payments deducted from his or her monthly benefit:

1. Premiums for life and health-related insurance policies from approved companies.

2. Life insurance premiums for the State Group Life Insurance Plan, if authorized in writing by the payee and by the department.

3. Repayment of overpayments from the Florida Retirement System Trust Fund, the State Employees' Health Insurance Trust Fund, or the State Employees' Life Insurance Trust Fund, upon notification of the payee.

4. Payments to an alternate payee for alimony or child support pursuant to an income deduction order under s. 61.1301, or division of marital assets pursuant to a qualified domestic relations order under s. 222.21.

5. Payments to the Internal Revenue Service for federal income tax levies, upon notification of the division by the Internal Revenue Service.

(c) A payee must notify the division of any change in his or her address. The division may suspend benefit payments to a payee if correspondence sent to the payee's mailing address is returned due to an incorrect address. Benefit payments shall be resumed upon notification to the division of the payee's new address.

(d) A payee whose retirement benefits are reduced by the application of maximum benefit limits under s. 415(b) of the Internal Revenue Code, as specified in s. 121.30(5), shall have the portion of his or her calculated benefit in the Florida Retirement System Pension Plan which exceeds such federal limitation paid through the Florida Retirement System Preservation of Benefits Plan, as provided in s. 121.1001.

(e) The Division of Retirement may issue retirement benefits payable for division of marital assets pursuant to a qualified domestic relations order directly to the alternate payee, any court order to the contrary notwithstanding, in order to meet Internal Revenue Code requirements.

(f) A benefit may not be reduced for the purpose of preserving the member's eligibility for a federal program.

(g) The division shall adopt rules establishing procedures for determining that persons to whom benefits are being paid are still living. The division shall suspend the benefits being paid to any payee if it is unable to contact such payee and to confirm that he or she is still living.

(15) VOLUNTEER SERVICES.—Employers may establish postemployment volunteer programs to allow retirees to provide civic, charitable, and humanitarian services during the first 12 calendar months following retirement without causing the retiree to violate the requirement concerning termination of employment as defined in 26 C.F.R. s. 1.409A-1(h)(1)(ii), provided that the program meets all of the following criteria:

(a) Before the date of retirement, there was no agreement or understanding between the employer and the retiree that the retiree would provide any service for the employer.

(b) The employer or a third party may not provide any form of compensation, including any cash equivalents, to a volunteer for his or her volunteer service.

(c) Except as otherwise provided in law, a volunteer may not be provided any employee benefits, including health or life insurance benefits. However, a volunteer may be provided certain perquisites necessary for, and for the limited purpose of, completing tasks associated with the volunteer program, such as an assigned uniform or the provision of equipment.

(d) The number of volunteer hours per week, including training hours, that the volunteer may provide is no more than 20 percent of the number of hours that the volunteer was expected to work per week before his or her date of retirement.

(e) There is a clear distinction between the duties of a volunteer and the duties of an employee.

(f) The schedule of a volunteer, including the number of hours volunteered and the number and type of assignments for which he or she agrees to volunteer, is controlled by the volunteer.

(g) The employer and the retiree are both required to maintain adequate records to document adherence to the criteria listed in this subsection. The records must be made available to the department or state board upon request.

History.—s. 9, ch. 70-112; s. 1, ch. 71-22; s. 1, ch. 72-332; s. 1, ch. 72-334; s. 2, ch. 72-344; s. 3, ch. 72-345; s. 3, ch. 72-388; ss. 6, 7, ch. 74-302; s. 2, ch. 74-328; s. 2, ch. 74-376; s. 1, ch. 75-86; s. 1, ch. 77-286; s. 6, ch. 78-308; s. 3, ch. 79-375; s. 2, ch. 80-126; s. 1, ch. 80-128; ss. 1, 3, ch. 80-130; s. 3, ch. 80-242; s. 5, ch. 81-307; s. 1, ch. 83-58; s. 7, ch. 83-76; ss. 1, 2, ch. 84-11; ss. 10, 20, ch. 84-266; s. 1, ch. 85-137; s. 4, ch. 85-220; s. 1, ch. 85-246; s. 3, ch. 86-172; s. 1, ch. 87-149; s. 1, ch. 88-61; s. 2, ch. 88-238; s. 13, ch. 88-382; s. 2, ch. 89-220; s. 1, ch. 89-260; s. 15, ch. 89-367; s. 13, ch. 90-274; s. 5, ch. 90-301; s. 1, ch. 91-276; s. 7, ch. 92-122; s. 5, ch. 93-149; s. 8, ch. 93-193; s. 4, ch. 93-285; s. 773, ch. 95-147; s. 2, ch. 95-338; s. 7, ch. 96-368; s. 2, ch. 97-154; s. 8, ch. 97-180; s. 1, ch. 98-18; s. 9, ch. 98-138; s. 9, ch. 98-292; s. 7, ch. 98-413; s. 54, ch. 99-2; s. 5, ch. 99-7; s. 6, ch. 99-9; s. 37, ch. 99-255; s. 1, ch. 99-389; s. 11, ch. 99-392; s. 1, ch. 2000-167; ss. 15, 17, ch. 2000-169; s. 7, ch. 2000-347; s. 2, ch. 2001-47; s. 19, ch. 2001-60; s. 2, ch. 2001-235; s. 5, ch. 2002-177; ss. 14, 15, ch. 2002-273; s. 899, ch. 2002-387; s. 2, ch. 2003-260; s. 8, ch. 2003-391; s. 15, ch. 2004-260; s. 25, ch. 2004-295; s. 3, ch. 2005-108; s. 1, ch. 2005-134; s. 2, ch. 2005-253; s. 29, ch. 2006-178; s. 20, ch. 2008-4; s. 4, ch. 2008-108; s. 9, ch. 2009-209; s. 15, ch. 2010-5; s. 15, ch. 2011-68; s. 6, ch. 2012-222; s. 17, ch. 2013-15; s. 1, ch. 2016-213; s. 9, ch. 2017-88; s. 7, ch. 2018-3; s. 10, ch. 2018-110; s. 1, ch. 2018-150; s. 1, ch. 2020-19; s. 1, ch. 2022-159; s. 1, ch. 2023-111; ss. 7, 8, ch. 2023-193; s. 2, ch. 2023-316.

[1]**Note.**—The cross reference is erroneous; s. 121.091(29)(b)3. does not exist. Section 121.021(29)(b)3. references the age and years of creditable service for a special risk member in the Special Risk Class.

[2]**Note.**—Section 9, ch. 2003-260, provides in pertinent part that "[i]t is the intent of the Legislature that the costs attributable to the modifications to the retirement laws by this act regarding the reemployment of instructional personnel shall be funded by an increase in payroll contribution rates beginning in fiscal year 2004-2005."

[3]**Note.**—

A. Section 11, ch. 2001-235, as amended by s. 8, ch. 2002-177, provides that "[i]t is the intent of the Legislature that the costs attributable to the additional cost-of-living increase for special risk retirees and Deferred Retirement Option Program participants as provided under section 2 shall be funded by recognition of excess actuarial assets, amortized over 30 years with the payments assumed to remain relatively stable when expressed as a percentage of payroll. For fiscal year 2001-2002, the payment shall be $9.3 million. For fiscal year 2002-2003, the payment shall be $15.1 million, and, thereafter, payments shall increase by 5 percent per year. If insufficient funds are available to fund this additional cost through recognition of excess actuarial assets in fiscal year 2002-2003 and any year thereafter, and there remains an unfunded actuarial liability attributable to the one-time cost-of-living increase provided under section 2, the payroll contribution rate for the Special Risk Class of the Florida Retirement System shall be increased by .93 percent effective July 1 of that year, unless the Legislature provides an alternative funding mechanism before that date." Section 2, ch. 2001-235, amended s. 121.091(13)(b), relating to the Deferred Retirement Option Program, to add a provision relating to elected officers. The intended reference may be to s. 10, ch. 2001-235, which provides a one-time special cost-of-living increase for members of the Special Risk Class.

B. Section 9, ch. 2003-260, provides in pertinent part that "[i]t is the intent of the Legislature that the costs attributable to the

modifications to the retirement laws by this act regarding the reemployment of instructional personnel shall be funded by an increase in payroll contribution rates beginning in fiscal year 2004-2005."

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CHAPTER 2023-316

Committee Substitute for
Committee Substitute for House Bill No. 1121

An act relating to the Florida Retirement System; amending s. 121.021, F.S.; revising and providing definitions; amending s. 121.091, F.S.; authorizing employers to establish volunteer programs; establishing criteria for such programs; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (39) of section 121.021, Florida Statutes, is amended, and subsection (65) is added to that section, to read:

121.021 Definitions.—The following words and phrases as used in this chapter have the respective meanings set forth unless a different meaning is plainly required by the context:

(39)(a) "Termination" occurs, except as provided in paragraphs ~~paragraph~~ (b) and (c), when a member ceases all employment, which term includes the provision of services, ~~relationships~~ with all ~~participating~~ employers, however:

1. For retirements effective before July 1, 2010, if a member is employed by any ~~such~~ employer within the next calendar month, termination shall be deemed not to have occurred. A leave of absence constitutes a continuation of the employment relationship, except that a leave of absence without pay due to disability may constitute termination if such member makes application for and is approved for disability retirement in accordance with s. 121.091(4). ~~The department or state board may require other evidence of termination as it deems necessary.~~

2. For retirements effective on or after July 1, 2010, if a member is employed by any ~~such~~ employer within the next 6 calendar months, termination shall be deemed not to have occurred. A leave of absence constitutes a continuation of the employment relationship, except that a leave of absence without pay due to disability may constitute termination if such member makes application for and is approved for disability retirement in accordance with s. 121.091(4). ~~The department or state board may require other evidence of termination as it deems necessary.~~

(b) "Termination" for a member ending participation ~~electing to participate~~ in the Deferred Retirement Option Program occurs when the program participant ceases all employment, which term includes the provision of services, ~~relationships~~ with all ~~participating~~ employers in accordance with s. 121.091(13), however:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

1. For termination dates occurring before July 1, 2010, if a ~~the~~ member is employed by any ~~such~~ employer within the next calendar month, termination shall ~~will~~ be deemed not to have occurred, except as provided in s. 121.091(13)(b)4.c. A leave of absence constitutes ~~shall constitute~~ a continuation of the employment relationship.

2. For termination dates occurring on or after July 1, 2010, if a ~~the~~ member becomes employed by any ~~such~~ employer within the next 6 calendar months, termination shall ~~will~~ be deemed not to have occurred, except as provided in s. 121.091(13)(b)4.c. A leave of absence constitutes a continuation of the employment relationship.

(c) Effective July 1, 2011, "termination" for a member receiving a refund of employee contributions occurs when a member ceases all employment, which term includes the provision of services, ~~relationships~~ with all ~~participating~~ employers for 3 calendar months. A leave of absence constitutes a continuation of the employment relationship.

All terminations must be a termination of employment consistent with 26 C.F.R. s. 1.409A-1(h)(1)(ii). After July 1, 2023, volunteer services do not constitute employment by, or provision of services to, an employer. The department or state board may require any evidence of termination necessary to determine compliance with this chapter or the rules adopted thereunder.

(65) "Volunteer services" means services provided in accordance with s. 121.091(15).

Section 2. Subsection (15) is added to section 121.091, Florida Statutes, to read:

121.091 Benefits payable under the system.—Benefits may not be paid under this section unless the member has terminated employment as provided in s. 121.021(39)(a) or begun participation in the Deferred Retirement Option Program as provided in subsection (13), and a proper application has been filed in the manner prescribed by the department. The department may cancel an application for retirement benefits when the member or beneficiary fails to timely provide the information and documents required by this chapter and the department's rules. The department shall adopt rules establishing procedures for application for retirement benefits and for the cancellation of such application when the required information or documents are not received.

(15) VOLUNTEER SERVICES.—Employers may establish postemployment volunteer programs to allow retirees to provide civic, charitable, and humanitarian services during the first 12 calendar months following retirement without causing the retiree to violate the requirement concerning termination of employment as defined in 26 C.F.R. s. 1.409A-1(h)(1)(ii), provided that the program meets all of the following criteria:

(a) Before the date of retirement, there was no agreement or understanding between the employer and the retiree that the retiree would provide any service for the employer.

(b) The employer or a third party may not provide any form of compensation, including any cash equivalents, to a volunteer for his or her volunteer service.

(c) Except as otherwise provided in law, a volunteer may not be provided any employee benefits, including health or life insurance benefits. However, a volunteer may be provided certain perquisites necessary for, and for the limited purpose of, completing tasks associated with the volunteer program, such as an assigned uniform or the provision of equipment.

(d) The number of volunteer hours per week, including training hours, that the volunteer may provide is no more than 20 percent of the number of hours that the volunteer was expected to work per week before his or her date of retirement.

(e) There is a clear distinction between the duties of a volunteer and the duties of an employee.

(f) The schedule of a volunteer, including the number of hours volunteered and the number and type of assignments for which he or she agrees to volunteer, is controlled by the volunteer.

(g) The employer and the retiree are both required to maintain adequate records to document adherence to the criteria listed in this subsection. The records must be made available to the department or state board upon request.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor June 30, 2023.

Filed in Office Secretary of State June 30, 2023.

Code of Federal Regulations
Title 26. Internal Revenue
Chapter I. Internal Revenue Service, Department of the Treasury
Subchapter A. Income Tax
Part 1. Income Taxes (Refs & Annos)
Normal Taxes and Surtaxes
Deferred Compensation, Etc.
Pension, Profit–Sharing, Stock Bonus Plans, Etc.

26 C.F.R. § 1.409A–1, Treas. Reg. § 1.409A–1

§ 1.409A–1 Definitions and covered plans.

Effective: July 31, 2007
Currentness

(a) Nonqualified deferred compensation plan—(1) In general. Except as otherwise provided in this paragraph (a), the term nonqualified deferred compensation plan means any plan (within the meaning of paragraph (c) of this section) that provides for the deferral of compensation (within the meaning of paragraph (b) of this section). Whether a plan provides for the deferral of compensation generally is determined at the time the service provider obtains a legally binding right to the compensation under the plan, and is not affected by any retroactive change to the plan to characterize the right as one that does not provide for the deferral of compensation. For example, amounts deferred under a nonqualified deferred compensation plan do not become an excluded death benefit if the plan is amended so that the amounts are payable only upon the death of the service provider. If a principal purpose of a plan is to achieve a result with respect to a deferral of compensation that is inconsistent with the purposes of section 409A, the Commissioner may treat the plan as a nonqualified deferred compensation plan for purposes of section 409A and the regulations thereunder.

(2) Qualified employer plans. The term nonqualified deferred compensation plan does not include a qualified employer plan. The term qualified employer plan means any of the following plans:

(i) Any plan described in section 401(a) and a trust exempt from tax under section 501(a) or that is described in section 402(d).

(ii) Any annuity plan described in section 403(a).

(iii) Any annuity contract described in section 403(b).

(iv) Any simplified employee pension (within the meaning of section 408(k)).

(v) Any simple retirement account (within the meaning of section 408(p)).

(vi) Any plan under which an active participant makes deductible contributions to a trust described in section 501(c)(18).

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(vii) Any eligible deferred compensation plan (within the meaning of section 457(b)).

(viii) Any plan described in section 415(m).

(ix) Any plan described in § 1022(i)(2) of the Employee Retirement Income Security Act of 1974, Public Law 93–406 (88 Stat. 829, 942) (Sept. 2, 1974) (ERISA).

(3) Certain foreign plans—(i) Participation addressed by treaty. With respect to an individual for a taxable year, the term nonqualified deferred compensation plan does not include any scheme, trust, arrangement, or plan maintained with respect to such individual, to the extent contributions made by or on behalf of such individual to such scheme, trust, arrangement, or plan, or credited allocations, accrued benefits, earnings, or other amounts constituting income, of such individual under such scheme, trust, arrangement, or plan, are excludable by such individual for Federal income tax purposes pursuant to any bilateral income tax convention, or other bilateral or multilateral agreement, to which the United States is a party.

(ii) Participation by nonresident aliens, certain resident aliens, and bona fide residents of possessions. With respect to an alien individual for a taxable year during which such individual is a nonresident alien, a resident alien classified as a resident alien solely under section 7701(b)(1)(A)(ii) (and not section 7701(b)(1)(A)(i)), or a bona fide resident of a possession (within the meaning of section 937(a)), the term nonqualified deferred compensation plan does not include any broad-based foreign retirement plan (within the meaning of paragraph (a)(3)(v) of this section).

(iii) Participation by U.S. citizens and lawful permanent residents. With respect to an individual for a given taxable year during which such individual is a U.S. citizen or a resident alien classified as a resident alien under section 7701(b)(1)(A)(i), other than an individual who is also a bona fide resident of a possession (within the meaning of section 937(a)), the term nonqualified deferred compensation plan does not include a broad-based foreign retirement plan (within the meaning of paragraph (a)(3)(v) of this section), but only with respect to a plan, or a portion of a plan where such portion may be distinguished, providing for nonelective deferrals of modified foreign earned income, and earnings with respect to such nonelective deferrals, and only to the extent that the amounts deferred under all such plans of the service recipient, or all portions of such plans, in which the service provider participates in such taxable year, do not exceed the applicable limits under section 415(b) (applied to nonaccount balance plans as defined in paragraph (c)(2)(i)(C) of this section) and section 415(c) (applied to account balance plans as defined in paragraph (c)(2)(i)(A) of this section) that would be applicable if such plans were plans subject to section 415 and the modified foreign earned income of such individual were treated as compensation for purposes of applying section 415(b) and (c). For purposes of this paragraph (a)(3)(iii), the term modified foreign earned income means foreign earned income as defined in section 911(b)(1) without regard to section 911(b)(1)(B)(iv) and without regard to the requirement that the income be attributable to services performed during the period described in section 911(d)(1)(A) or (B). The provisions of this paragraph (a)(3)(iii) do not apply to any individual with respect to any taxable year in which the individual is simultaneously eligible to participate in a broad-based foreign retirement plan and a qualified employer plan described in paragraph (a)(2) of this section. For purposes of this paragraph (a)(3)(iii), an individual is eligible to participate in a qualified employer plan if under the terms of the plan and without further amendment or action by the plan sponsor, the individual is eligible to make or receive contributions or accrue benefits under the plan (regardless of whether the individual has elected to participate in the plan).

(iv) Plans subject to a totalization agreement and similar plans. The term nonqualified deferred compensation plan does not include any social security system of a jurisdiction to the extent that benefits provided under or contributions made to

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the system are subject to an agreement entered into pursuant to section 233 of the Social Security Act (42 U.S.C. 433) with any foreign jurisdiction. In addition, the term nonqualified deferred compensation plan does not include a social security system of a foreign jurisdiction to the extent that benefits are provided under or contributions are made to a government-mandated plan as part of that foreign jurisdiction's social security system.

(v) Broad-based foreign retirement plan. The term broad-based foreign retirement plan means a scheme, trust, arrangement, or plan (regardless of whether sponsored by a U.S. person) that is written and that, in the case of an employer-maintained plan, satisfies the following conditions:

(A) The plan is nondiscriminatory insofar as the employees who, under the terms of the plan (alone or in combination with other comparable plans) and without further amendment or action by the employer, are eligible to make or receive contributions or accrue benefits under the plan other than earnings (regardless of whether the employee has elected to participate in the plan), are a wide range of employees, substantially all of whom are nonresident aliens, resident aliens classified as resident aliens solely under section 7701(b)(1)(A)(ii) (and not section 7701(b)(1)(A)(i)), or bona fide residents of a possession (within the meaning of section 937(a)), including rank and file employees.

(B) The plan (alone or in combination with other comparable plans) actually provides significant benefits for a substantial majority of such covered employees.

(C) The benefits actually provided under the plan to such covered employees are nondiscriminatory.

(D) The plan contains provisions or is the subject of tax law provisions or other legal restrictions that generally discourage employees from using plan benefits for purposes other than retirement or restrict access to plan benefits before separation from service, including (but not limited to), restricting in-service distributions except in events similar to an unforeseeable emergency (as defined in § 1.409A–3(i)(3)(i)) or hardship (as defined for purposes of section 401(k)(2)(B)(i)(IV)), or for educational purposes or the purchase of a primary residence.

(4) Section 457 plans. A nonqualified deferred compensation plan under section 457(f) may constitute a nonqualified deferred compensation plan for purposes of this paragraph (a). The rules of section 409A apply to nonqualified deferred compensation plans separately and in addition to any requirements applicable to such plans under section 457(f). In addition, nonelective deferred compensation of non-employees described in section 457(e)(12) and a grandfathered plan or arrangement described in § 1.457–2(k)(4) may constitute a nonqualified deferred compensation plan for purposes of this paragraph (a). The term nonqualified deferred compensation plan does not include a length of service award to a bona fide volunteer under section 457(e)(11)(A)(ii). For purposes of the application of section 409A to a plan to which section 457 applies, a payment under the plan generally means the provision of cash or property to the service provider, provided that for purposes of the application of the short-term deferral rule set forth in paragraph (b)(4) of this section, the inclusion in income of an amount under section 457(f) is treated as a payment of the amount.

(5) Certain welfare benefits. The term nonqualified deferred compensation plan does not include a plan, or a portion of a plan, to the extent that the plan provides bona fide vacation leave, sick leave, compensatory time, disability pay, or death benefits. For these purposes, the terms “disability pay” and “death benefits” have the same meanings as provided in § 31.3121(v)(2)–1(b)(4)(iv)(C) of this chapter, provided that for purposes of this paragraph, such disability pay and death benefits may be provided through insurance and the lifetime benefits payable under the plan are not treated as including the value of any taxable term life insurance coverage or taxable disability insurance coverage provided under the plan. The

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term nonqualified deferred compensation plan also does not include any Archer Medical Savings Account as described in section 220, any Health Savings Account as described in section 223, or any other medical reimbursement arrangement, including a health reimbursement arrangement, that satisfies the requirements of section 105 and section 106 such that the benefits or reimbursements provided under such arrangement are not includible in income.

(b) Deferral of compensation—(1) In general. Except as otherwise provided in paragraphs (b)(3) through (b)(12) of this section, a plan provides for the deferral of compensation if, under the terms of the plan and the relevant facts and circumstances, the service provider has a legally binding right during a taxable year to compensation that, pursuant to the terms of the plan, is or may be payable to (or on behalf of) the service provider in a later taxable year. Such compensation is deferred compensation for purposes of section 409A, this section and §§ 1.409A–2 through 1.409A–6. A legally binding right to an amount that will be excluded from income when and if received does not constitute a deferral of compensation, unless the service provider has received the right in exchange for, or has the right to exchange the right for, an amount that will be includible in income (other than due to participation in a cafeteria plan described in section 125). A service provider does not have a legally binding right to compensation to the extent that compensation may be reduced unilaterally or eliminated by the service recipient or other person after the services creating the right to the compensation have been performed. However, if the facts and circumstances indicate that the discretion to reduce or eliminate the compensation is available or exercisable only upon a condition, or the discretion to reduce or eliminate the compensation lacks substantive significance, a service provider will be considered to have a legally binding right to the compensation. Whether the discretion to reduce or eliminate the compensation lacks substantive significance depends on all the relevant facts and circumstances. However, where the service provider to whom the compensation may be paid has effective control of the person retaining the discretion to reduce or eliminate the compensation, or has effective control over any portion of the compensation of the person retaining the discretion to reduce or eliminate the compensation, or is a member of the family (as defined in section 267(c)(4) applied as if the family of an individual includes the spouse of any member of the family) of the person retaining the discretion to reduce or eliminate the compensation, the discretion to reduce or eliminate the compensation will not be treated as having substantive significance. For this purpose, compensation is not considered subject to unilateral reduction or elimination merely because it may be reduced or eliminated by operation of the objective terms of the plan, such as the application of a nondiscretionary, objective provision creating a substantial risk of forfeiture. Similarly, a service provider does not fail to have a legally binding right to compensation merely because the amount of compensation is determined under a formula that provides for benefits to be offset by benefits provided under another plan (including a plan that is qualified under section 401(a)), or because benefits are reduced due to actual or notional investment losses, or, in a final average pay plan, subsequent decreases in compensation.

(2) Earnings. References to the deferral of compensation or deferred compensation include references to earnings. When the right to earnings is specified under the terms of the plan, the legally binding right to earnings arises at the time of the deferral of the compensation to which the earnings relate. A plan may provide that the time and form of payment of earnings is treated separately from the time and form of payment of the underlying compensation, so that, provided that the rules of section 409A are otherwise met, a plan may provide that earnings will be paid at a separate time or in a separate form from the payment of the underlying compensation. For the application of the deferral election rules to current payments of earnings and dividend equivalents, see § 1.409A–3(e).

(3) Compensation payable pursuant to the service recipient's customary payment timing arrangement. A deferral of compensation does not occur solely because compensation is paid after the last day of the service provider's taxable year pursuant to the timing arrangement under which the service recipient normally compensates service providers for services performed during a payroll period described in section 3401(b), or with respect to a non-employee service provider, a period not longer than the payroll period described in section 3401(b) or if no such payroll period exists, a period not longer than the earlier of the normal timing arrangement under which the service provider normally compensates non-employee service providers or 30 days after the end of the service provider's taxable year.

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(4) Short-term deferrals—(i) In general. A deferral of compensation does not occur under a plan with respect to any payment (as defined in § 1.409A–2(b)(2)) that is not a deferred payment, provided that the service provider actually or constructively receives such payment on or before the last day of the applicable 2 ½ month period. The following rules apply for purposes of this paragraph (b)(4)(i):

(A) The applicable 2 ½ month period is the period ending on the later of the 15th day of the third month following the end of the service provider's first taxable year in which the right to the payment is no longer subject to a substantial risk of forfeiture or the 15th day of the third month following the end of the service recipient's first taxable year in which the right to the payment is no longer subject to a substantial risk of forfeiture.

(B) A payment is treated as actually or constructively received if the payment is includible in income, including if the payment is includible in income under section 83, the economic benefit doctrine, section 402(b), or section 457(f).

(C) A right to a payment that is never subject to a substantial risk of forfeiture is considered to be no longer subject to a substantial risk of forfeiture on the first date the service provider has a legally binding right to the payment.

(D) A payment is a deferred payment if it is made pursuant to a provision of a plan that provides for the payment to be made or completed on or after any date, or upon or after the occurrence of any event, that will or may occur later than the end of the applicable 2 ½ month period, such as a separation from service, death, disability, change in control event, specified time or schedule of payment, or unforeseeable emergency, regardless of whether an amount is actually paid as a result of the occurrence of such a payment date or event during the applicable 2 ½ month period. If a plan provides that the service provider or service recipient may make an election under the plan (including an election under § 1.409A–2(a)(4)) of a different payment date, schedule, or event, such right is disregarded for this purpose. In such cases, whether a plan provides for a deferred payment is determined based on the payment date, schedule, or event that would apply if no such election were made, except that if the plan would not provide for a deferred payment absent such an election, and the service provider or service recipient makes such an election, whether the plan provides for a deferred payment is determined based upon the payment date, schedule, or event that the service provider or service recipient in fact elected.

(E) A stock right provides for a deferred payment if such right includes any provision pursuant to which the holder of the stock right will or may have the right to exercise the stock right after the applicable 2 ½ month period.

(F) This paragraph (b)(4)(i) is applied separately to each payment (as defined in § 1.409A–2(b)(2)) required to be made under a plan.

(G) If a plan provides for a deferred payment with respect to part of a payment (for example a life annuity or a series of installment amounts treated as a single payment), the plan provides for a deferred payment with respect to the entire payment.

(ii) Certain delayed payments. A payment that otherwise qualifies as a short-term deferral under paragraph (b)(4)(i) of this section but is made after the applicable 2 ½ month period may continue to qualify as a short-term deferral if the taxpayer establishes that it was administratively impracticable to make the payment by the end of the applicable 2 ½ month period and, as of the date upon which the legally binding right to the compensation arose, such impracticability was

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unforeseeable, or the taxpayer establishes that making the payment by the end of the applicable 2 ½ month period would have jeopardized the ability of the service recipient to continue as a going concern, and provided further that the payment is made as soon as administratively practicable or as soon as the payment would no longer have such effect. For purposes of this paragraph (b)(4)(ii), an action or failure to act of the service provider or a person under the service provider's control, such as a failure to provide necessary information or documentation, is not an unforeseeable event. In addition, a payment that otherwise qualifies as a short-term deferral under paragraph (b)(4)(i) of this section but is made after the applicable 2 ½ month period may continue to qualify as a short-term deferral if the taxpayer establishes that the service recipient reasonably anticipated that the service recipient's deduction with respect to such payment otherwise would not be permitted by application of section 162(m), and, as of the date the legally binding right to the payment arose, a reasonable person would not have anticipated the application of section 162(m) at the time of the payment, and provided further that the payment is made as soon as reasonably practicable following the first date on which the service recipient anticipates or reasonably should anticipate that, if the payment were made on such date, the service recipient's deduction with respect to such payment would no longer be restricted due to the application of section 162(m). For additional rules applicable to certain transaction-based compensation, see § 1.409A–3(i)(5)(iv)(A).

(iii) Examples. The following examples illustrate the provisions of this paragraph (b)(4). In these examples, except as otherwise noted, each employee and each employer has a calendar year taxable year and each employee is an individual who is employed by the specified employer.

Example 1. On November 1, 2008, Employer Z awards a bonus to Employee A such that Employee A has a legally binding right to the payment as of November 1, 2008, that is not subject to a substantial risk of forfeiture. The bonus plan does not provide for a payment date or a deferred payment. The bonus plan will not be considered to have provided for a deferral of compensation if the bonus is paid or made available to Employee A on or before March 15, 2009.

Example 2. Employer Y has a taxable year ending August 31. On November 1, 2008, Employer Y awards a bonus to Employee B so that Employee B has a legally binding right to the payment as of November 1, 2008, that is not subject to a substantial risk of forfeiture. The bonus plan does not provide for a payment date or a deferred payment. The bonus plan will not be considered to have provided for a deferral of compensation if the bonus is paid or made available to Employee B on or before November 15, 2009.

Example 3. On November 1, 2008, Employer X awards a bonus to Employee C such that Employee C has a legally binding right to the payment as of November 1, 2008. Under the bonus plan, Employee C will forfeit the bonus unless Employee C continues performing services through December 31, 2010. The right to the payment is subject to a substantial risk of forfeiture through December 31, 2010. Employee C has the right to make a written election not later than December 31, 2009, to receive the bonus on or after December 31, 2015, but Employee C does not make such election. The bonus plan does not provide for a default payment date or a deferred payment in the absence of an election by Employee C. The bonus plan will not be considered to have provided for a deferral of compensation if the bonus is paid or made available to Employee C on or before March 15, 2011.

Example 4. On November 1, 2008, Employer W awards a bonus to Employee D such that Employee D has a legally binding right to the payment as of November 1, 2008. Under the bonus plan, the bonus will be determined based on services performed during the period from January 1, 2009 through December 31, 2010. The bonus is scheduled to be paid as a lump sum payment on February 15, 2011. Under the bonus plan, Employee D will forfeit the bonus unless Employee D continues performing services through the scheduled payment date (February 15, 2011). Provided that at all times before the scheduled payment date Employee D is required to continue to perform services to retain the right to the bonus, and the bonus is paid on or before March 15, 2012, the bonus plan will not be considered to have provided for a deferral of compensation.

Example 5. On November 1, 2008, Employer V awards a bonus to Employee E such that Employee E has a legally binding right to the payment as of November 1, 2008. Under the bonus plan, Employee E will forfeit the bonus unless Employee E continues performing services through December 31, 2010. Under the bonus plan, the bonus is scheduled to be paid as a lump

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sum payment on July 1, 2011. By specifying a payment date after the applicable 2 ½ month period, the bonus plan provides for a deferred payment. The bonus plan provides for a deferral of compensation, and will not qualify as a short-term deferral regardless of whether the bonus is paid or made available on or before March 15, 2011 (and generally any payment before June 1, 2011 would constitute an impermissible acceleration of a payment).

Example 6. On November 1, 2008, Employer U awards a bonus to Employee F such that Employee F has a legally binding right to the payment as of November 1, 2008, that is not subject to a substantial risk of forfeiture. The bonus plan provides for a lump sum payment upon Employee F's separation from service. Because the separation from service is an event that may occur after the applicable 2 ½ month period, the bonus plan provides for a deferred payment and therefore provides for a deferral of compensation. Accordingly, the bonus plan will not qualify as a short-term deferral regardless of whether Employee F separates from service and the bonus is paid or made available on or before March 15, 2009.

Example 7. On November 1, 2008, Employer T grants Employee G a legally binding right to the payment of a life annuity with the first annuity payment on November 1, 2013, provided that Employee G continues performing services for Employer T continuously through November 1, 2013. Because the life annuity is treated as a single payment, and because all payments of the life annuity may not occur during the applicable 2 ½ month period, the plan provides for a deferred payment and none of the amounts payable under the annuity will qualify as a short-term deferral, so that section 409A applies to all amounts that are payable under the plan.

Example 8. On November 1, 2008, Employer S grants Employee H a stock right providing for an exercise price less than the fair market value of the underlying stock on November 1, 2008. The stock right is subject to a substantial risk of forfeiture requiring services through November 1, 2010. The stock right becomes exercisable when the substantial risk of forfeiture lapses and expires on November 1, 2013. Employee H continues providing services through November 1, 2010, at which time the substantial risk of forfeiture lapses. The stock right provides for a deferred payment and will not qualify as a short-term deferral regardless of whether Employee H exercises the stock right on or before March 15, 2011.

(5) Stock options, stock appreciation rights, and other equity-based compensation—(i) Stock rights—(A) Nonstatutory stock options not providing for the deferral of compensation. An option to purchase service recipient stock does not provide for a deferral of compensation if—

(1) The exercise price may never be less than the fair market value of the underlying stock (disregarding lapse restrictions as defined in § 1.83–3(i)) on the date the option is granted and the number of shares subject to the option is fixed on the original date of grant of the option;

(2) The transfer or exercise of the option is subject to taxation under section 83 and § 1.83–7; and

(3) The option does not include any feature for the deferral of compensation other than the deferral of recognition of income until the later of the following:

(i) The exercise or disposition of the option under § 1.83–7.

(ii) The time the stock acquired pursuant to the exercise of the option first becomes substantially vested (as defined in § 1.83–3(b)).

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(B) Stock appreciation rights not providing for the deferral of compensation. A right to compensation based on the appreciation in value of a specified number of shares of service recipient stock occurring between the date of grant and the date of exercise of such right (a stock appreciation right) does not provide for a deferral of compensation if—

(1) Compensation payable under the stock appreciation right cannot be greater than the excess of the fair market value of the stock (disregarding lapse restrictions as defined in § 1.83–3(i)) on the date the stock appreciation right is exercised over an amount specified on the date of grant of the stock appreciation right (the stock appreciation right exercise price), with respect to a number of shares fixed on or before the date of grant of the right;

(2) The stock appreciation right exercise price may never be less than the fair market value of the underlying stock (disregarding lapse restrictions as defined in § 1.83–3(i)) on the date the right is granted; and

(3) The stock appreciation right does not include any feature for the deferral of compensation other than the deferral of recognition of income until the exercise of the stock appreciation right.

(C) Stock rights that may provide for the deferral of compensation. An option to purchase stock other than service recipient stock, or a stock appreciation right with respect to stock other than service recipient stock, generally will provide for the deferral of compensation within the meaning of this paragraph (b). If under the terms of an option to purchase service recipient stock (other than an incentive stock option described in section 422 or a stock option granted under an employee stock purchase plan described in section 423), the exercise price is or could become less than the fair market value of the stock (disregarding lapse restrictions as defined in § 1.83–3(i)) on the date of grant, the grant of the option generally will provide for the deferral of compensation within the meaning of this paragraph (b). If under the terms of a stock appreciation right with respect to service recipient stock, the compensation payable under the stock appreciation right is or could be any amount greater than, with respect to a predetermined number of shares, the excess of the fair market value of the stock (disregarding lapse restrictions as defined in § 1.83–3(i)) on the date the stock appreciation right is exercised over the fair market value of the stock (disregarding lapse restrictions as defined in § 1.83–3(i)) on the date of grant of the stock appreciation right, the grant of the stock appreciation right generally will provide for a deferral of compensation within the meaning of this paragraph (b).

(D) Feature for the deferral of compensation. To the extent a stock right provides a right other than the right to receive cash or stock on the date of exercise and such additional right would otherwise allow compensation to be deferred beyond the date of exercise, the entire arrangement (including the underlying stock right) provides for the deferral of compensation. For purposes of this paragraph (b)(5)(i), neither the right to receive substantially nonvested stock (as defined in § 1.83–3(b)) upon the exercise of a stock right, nor the right to pay the exercise price with previously acquired shares, constitutes a feature for the deferral of compensation.

(E) Rights to dividends. For purposes of this paragraph (b)(5)(i), the right, directly or indirectly contingent upon the exercise of a stock right, to receive an amount equal to all or part of the dividends or other distributions (other than stock dividends described in paragraph (b)(5)(v)(H) of this section) declared and paid on the number of shares underlying the stock right between the date of grant and the date of exercise of the stock right constitutes an offset to the exercise price of the stock option or an increase in the amount payable under the stock appreciation right (generally causing such stock right to be subject to section 409A). A plan providing a right to dividends or other distributions declared and paid on the number of shares underlying a stock right, the payment of which is not contingent upon, or otherwise payable on, the exercise of the stock right, may provide for a deferral of compensation, but the existence

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of the right to receive such an amount will not be treated as a reduction to the exercise price of (or an increase to the compensation payable under) the stock right. Thus, a right to such dividends or distributions that is not contingent, directly or indirectly, upon the exercise of a stock right will not cause the related stock right to fail to satisfy the requirements of the exclusion from the definition of a deferral of compensation provided in paragraphs (b)(5)(i)(A) and (B) of this section.

(ii) Statutory stock options. The grant of an incentive stock option as described in section 422, or the grant of an option under an employee stock purchase plan described in section 423 (including the grant of an option with an exercise price discounted in accordance with section 423(b)(6) and the accompanying regulations), does not constitute a deferral of compensation. However, the exclusion for statutory stock options under this paragraph (b)(5)(ii) does not apply to a modification, extension, or renewal of a statutory option that is treated as the grant of a new option that is not a statutory option. See § 1.424–1(e). In such event, the option is treated for purposes of this paragraph (b) as if it had been a nonstatutory stock option from the date of the original grant. Accordingly, if such modification, extension, or renewal of the stock option would have been treated as the grant of a new option or as causing the option to have had a deferral feature from the date of grant under paragraph (b)(5)(v) of this section, the modification, extension, or renewal of the stock option is treated as the grant of a new option or as causing the option to have had a deferral feature from the date of grant for purposes of this paragraph (b)(5).

(iii) Service recipient stock—(A) In general. Except as otherwise provided in paragraphs (b)(5)(iii)(B), (C), and (D) of this section, the term service recipient stock means a class of stock that, as of the date of grant, is common stock for purposes of section 305 and the regulations thereunder of a corporation that is an eligible issuer of service recipient stock (as defined in paragraph (b)(5)(iii)(E) of this section). Notwithstanding the foregoing, the term service recipient stock does not include a class of stock that has any preference as to distributions other than distributions of service recipient stock and distributions in liquidation of the issuer. The term service recipient stock also does not include any stock that is subject to a mandatory repurchase obligation (other than a right of first refusal), or a put or call right that is not a lapse restriction as defined in § 1.83–3(i), if the stock price under such right or obligation is based on a measure other than the fair market value (disregarding lapse restrictions as defined in § 1.83–3(i)) of the equity interest in the corporation represented by the stock.

(B) American depositary receipts. An American depositary receipt or American depositary share may constitute service recipient stock, to the extent that the stock traded on a foreign securities market to which the American depositary receipt or American depositary share relates qualifies as service recipient stock.

(C) Mutual company units. Mutual company units may constitute service recipient stock. For this purpose, the term mutual company unit means a fixed percentage of the overall value of a non-stock mutual company or association. For purposes of determining the value of the mutual company unit, the unit may be valued in accordance with the rules set forth in paragraph (b)(5)(iv)(B) of this section governing valuation of service recipient stock the shares of which are not traded on an established securities market, applied as if the mutual company were a stock corporation with one class of common stock and the number of shares of such stock determined according to such fixed percentage. For example, an appreciation right based on the appreciation of 10 mutual company units, where each unit is defined as one percent of the overall value of the mutual company, would be valued as if the appreciation right were based upon 10 shares of a corporation, with 100 shares of common stock (and no other class of stock), the shares of which are not readily tradable on an established securities market.

(D) Other entities. An interest in an entity other than a corporation or non-stock mutual company or association may constitute service recipient stock to the extent designated by the Commissioner in revenue procedures, notices, or other guidance published in the Internal Revenue Bulletin (see § 601.601(d)(2) of this chapter).

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(E) Eligible issuer of service recipient stock—(1) In general. The term eligible issuer of service recipient stock means only the corporation for which the service provider provides direct services on the date of grant of the stock right (if the entity receiving such services is a corporation), and any corporation in a chain of corporations or other entities in which each corporation or other entity has a controlling interest in another corporation or other entity in the chain, ending with the corporation or other entity that has a controlling interest in the corporation or other entity for which the service provider provides direct services on the date of grant of the stock right. For this purpose, the term controlling interest has the same meaning as provided in § 1.414(c)–2(b)(2)(i), provided that the language "at least 50 percent" is used instead of "at least 80 percent" each place it appears in § 1.414(c)–2(b)(2)(i). In addition, where the use of such stock with respect to the grant of a stock right to such service provider is based upon legitimate business criteria, the term controlling interest has the same meaning as provided in § 1.414(c)–2(b)(2)(i), provided that the language "at least 20 percent" is used instead of "at least 80 percent" each place it appears in § 1.414(c)–2(b)(2)(i). For purposes of determining ownership of an interest in an organization, the rules of §§ 1.414(c)–3 and 1.414(c)–4 apply. The determination of whether a grant is based on legitimate business criteria is based on the facts and circumstances, focusing primarily on whether there is a sufficient nexus between the service provider and the issuer of the stock right so that the grant serves a legitimate non-tax business purpose other than simply providing compensation to the service provider that is excluded from the requirements of section 409A. For example, stock of a corporation that owns an interest in a joint venture involving an operating business, used with respect to stock rights granted to service providers of the joint venture who are former service providers of such corporation, generally will constitute use of service recipient stock based upon legitimate business criteria, and therefore could constitute service recipient stock with respect to such service providers if the corporation owns at least 20 percent of the joint venture and the other requirements of this paragraph (b)(5)(iii) are met. Similarly, the legitimate business criteria requirement generally would be met if the corporate venturer issued such a right to an employee of the joint venture who it reasonably expected would in the future become an employee of the corporate venturer. However, where a service provider has no real nexus with a corporate venturer, such as generally happens when the corporate venturer is a passive investor in the service recipient joint venture, a stock right issued to that employee on the investor corporation's stock generally would not be based upon legitimate business criteria. Similarly, where a corporation holds only a minority interest in an entity that in turn holds a minority interest in the entity for which the service provider performs services, such that the corporation holds only an insubstantial indirect interest in the entity receiving the services, legitimate business criteria generally would not exist for issuing a stock right on the corporation's stock to the service provider.

(2) Investment vehicles. Notwithstanding the provisions of paragraph (b)(5)(iii)(E)(1) of this section, except as to a service provider providing services directly to such corporation, for purposes of this paragraph (b)(5), an eligible issuer of service recipient stock does not include any corporation whose primary purpose is to serve as an investment vehicle with respect to the corporation's minority ownership interests in entities other than the service recipient.

(3) Corporate structures established or transactions undertaken for purposes of avoiding coverage under section 409A. Notwithstanding the provisions of paragraph (b)(5)(iii)(E)(1) of this section, an eligible issuer of service recipient stock does not include any corporation within a group of entities treated as a single service recipient if a purpose of the establishment of the structure of the ownership, or a purpose of a significant transaction between or among two or more entities comprising a single service recipient, is to provide deferred compensation not subject to the application of section 409A. If an entity becomes a member of a group of corporations or other entities treated as a single service recipient, and the primary source of income or value of such entity arises from the provision of management services to other members of the service recipient group, it is presumed that such structure was established for purposes of avoiding the application of section 409A if any stock rights are issued with respect to such entity.

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(4) Substitutions and assumptions by reason of a corporate transaction. If the requirements of paragraph (b)(5)(v)(D) of this section are met such that the substitution of a new stock right pursuant to a corporate transaction for an outstanding stock right, or the assumption of an outstanding stock right pursuant to a corporate transaction, would not be treated as the grant of a new stock right or a change in the form of payment for purposes of this section and §§ 1.409A–2 through 1.409A–6, the stock underlying the stock right that replaced the stock right that is substituted or assumed will be treated as service recipient stock for purposes of applying this paragraph (b)(5) to the replacement stock rights if such underlying stock otherwise satisfies the requirements of paragraph (b)(5)(iii)(A) of this section. For example, if by reason of a spinoff transaction (under which the stock of a subsidiary corporation is distributed to the stockholders of a distributing corporation), a stock option to purchase distributing corporation stock is replaced with a stock option to purchase distributing corporation stock and a stock option to purchase the spun off subsidiary corporation's stock (each otherwise satisfying the requirements of paragraph (b)(5)(iii)(A) of this section), and where such substitution is not treated as a modification of the original stock option pursuant to paragraph (b)(5)(v)(D) of this section, both the distributing corporation stock and the subsidiary corporation stock are treated as service recipient stock for purposes of applying this paragraph (b)(5) to the replacement stock options.

(iv) Determination of the fair market value of service recipient stock—(A) Stock readily tradable on an established securities market. For purposes of paragraph (b)(5)(i) of this section, in the case of service recipient stock that is readily tradable on an established securities market, the fair market value of the stock may be determined based upon the last sale before or the first sale after the grant, the closing price on the trading day before or the trading day of the grant, the arithmetic mean of the high and low prices on the trading day before or the trading day of the grant, or any other reasonable method using actual transactions in such stock as reported by such market. The determination of fair market value also may be determined using an average selling price during a specified period that is within 30 days before or 30 days after the applicable valuation date, provided that the program under which the stock right is granted, including a program with a single participant, must irrevocably specify the commitment to grant the stock right with an exercise price set using such an average selling price before the beginning of the specified period. For this purpose, the term average selling price refers to the arithmetic mean of such selling prices on all trading days during the specified period, or the average of such prices over the specified period weighted based on the volume of trading of such stock on each trading day during such specified period. To satisfy this requirement, the service recipient must designate the recipient of the stock right, the number and class of shares of stock that are subject to the stock right, and the method for determining the exercise price including the period over which the averaging will occur, before the beginning of the specified averaging period. Notwithstanding the forgoing provisions of this paragraph (b)(5)(iv)(A), where applicable foreign law requires that a compensatory stock right be priced based upon a specific price averaging method and period, a stock right granted in accordance with such applicable foreign law will be treated as meeting the requirements of this paragraph (b)(5)(iv)(A), provided that the averaging period does not exceed 30 days.

(B) Stock not readily tradable on an established securities market—(1) In general. For purposes of paragraph (b)(5)(i) of this section, in the case of service recipient stock that is not readily tradable on an established securities market, the fair market value of the stock as of a valuation date means a value determined by the reasonable application of a reasonable valuation method. The determination whether a valuation method is reasonable, or whether an application of a valuation method is reasonable, is made based on the facts and circumstances as of the valuation date. Factors to be considered under a reasonable valuation method include, as applicable, the value of tangible and intangible assets of the corporation, the present value of anticipated future cash-flows of the corporation, the market value of stock or equity interests in similar corporations and other entities engaged in trades or businesses substantially similar to those engaged in by the corporation the stock of which is to be valued, the value of which can be readily determined through nondiscretionary, objective means (such as through trading prices on an established securities market or an amount

paid in an arm's length private transaction), recent arm's length transactions involving the sale or transfer of such stock or equity interests, and other relevant factors such as control premiums or discounts for lack of marketability and whether the valuation method is used for other purposes that have a material economic effect on the service recipient, its stockholders, or its creditors. The use of a valuation method is not reasonable if such valuation method does not take into consideration in applying its methodology all available information material to the value of the corporation. Similarly, the use of a value previously calculated under a valuation method is not reasonable as of a later date if such calculation fails to reflect information available after the date of the calculation that may materially affect the value of the corporation (for example, the resolution of material litigation or the issuance of a patent) or the value was calculated with respect to a date that is more than 12 months earlier than the date for which the valuation is being used. The service recipient's consistent use of a valuation method to determine the value of its stock or assets for other purposes, including for purposes unrelated to compensation of service providers, is also a factor supporting the reasonableness of such valuation method.

(2) Presumption of reasonableness. For purposes of this paragraph (b)(5)(iv)(B), the use of any of the following methods of valuation is presumed to result in a reasonable valuation, provided that the Commissioner may rebut such a presumption upon a showing that either the valuation method or the application of such method was grossly unreasonable:

(i) A valuation of a class of stock determined by an independent appraisal that meets the requirements of section 401(a)(28)(C) and the regulations as of a date that is no more than 12 months before the relevant transaction to which the valuation is applied (for example, the date of grant of a stock option).

(ii) A valuation based upon a formula that, if used as part of a nonlapse restriction (as defined in § 1.83–3(h)) with respect to the stock, would be considered to be the fair market value of the stock pursuant to § 1.83–5, provided that such stock is valued in the same manner for purposes of any transfer of any shares of such class of stock (or any substantially similar class of stock) to the issuer or any person that owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the issuer (applying the stock attribution rules of § 1.424–1(d)), other than an arm's length transaction involving the sale of all or substantially all of the outstanding stock of the issuer, and such valuation method is used consistently for all such purposes, and provided further that this paragraph (b)(5)(iv)(B)(2)(ii) does not apply with respect to stock subject to a stock right payable in stock, where the stock acquired pursuant to the exercise of the stock right is transferable other than through the operation of a nonlapse restriction.

(iii) A valuation, made reasonably and in good faith and evidenced by a written report that takes into account the relevant factors described in paragraph (b)(5)(iv)(B)(1) of this section, of illiquid stock of a start-up corporation. For this purpose, illiquid stock of a start-up corporation means service recipient stock of a corporation that has no material trade or business that it or any predecessor to it has conducted for a period of 10 years or more and has no class of equity securities that are traded on an established securities market (as defined in paragraph (k) of this section), where such stock is not subject to any put, call, or other right or obligation of the service recipient or other person to purchase such stock (other than a right of first refusal upon an offer to purchase by a third party that is unrelated to the service recipient or service provider and other than a right or obligation that constitutes a lapse restriction as defined in § 1.83–3(i)), and provided that this paragraph (b)(5)(iv)(B)(2)(iii) does not apply to the valuation of any stock if the service recipient or service provider may reasonably anticipate, as of the time the valuation is applied, that the service recipient will undergo a change in control event as described in § 1.409A–3(i)(5)(v) or § 1.409A–3(i)(5)(vii) within the 90 days following the action to which the valuation is applied, or make a public offering of securities within the 180 days following the action to which the valuation is applied.

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For purposes of this paragraph (b)(5)(iv)(B)(2)(iii), a valuation will not be treated as made reasonably and in good faith unless the valuation is performed by a person or persons that the corporation reasonably determines is qualified to perform such a valuation based on the person's or persons" significant knowledge, experience, education, or training. Generally, a person will be qualified to perform such a valuation if a reasonable individual, upon being apprised of such knowledge, experience, education, and training, would reasonably rely on the advice of such person with respect to valuation in deciding whether to accept an offer to purchase or sell the stock being valued. For this purpose, significant experience generally means at least five years of relevant experience in business valuation or appraisal, financial accounting, investment banking, private equity, secured lending, or other comparable experience in the line of business or industry in which the service recipient operates.

(3) Use of alternative methods. For purposes of this paragraph (b)(5), a different valuation method may be used for each separate action for which a valuation is relevant, provided that a single valuation method is used for each separate action and, once used, may not retroactively be altered. For example, one valuation method may be used to establish the exercise price of a stock option, and a different valuation method may be used to determine the value at the date of the repurchase of stock pursuant to a put or call right. However, once an exercise price or amount to be paid has been established, the exercise price or amount to be paid may not be changed through the retroactive use of another valuation method. In addition, notwithstanding the foregoing, where after the date of grant, but before the date of exercise or transfer, of the stock right, the service recipient stock to which the stock right relates becomes readily tradable on an established securities market, the service recipient must use the valuation method set forth in paragraph (b)(5)(iv)(A) of this section for purposes of determining the payment at the date of exercise or the purchase of the stock, as applicable.

(v) Modifications, extensions, substitutions, and assumptions of stock rights—(A) Treatment of modified and extended stock rights. A modification of the terms of a stock right within the meaning of paragraph (b)(5)(v)(B) of this section is considered to be the grant of a new stock right. The new stock right may or may not constitute a deferral of compensation under paragraph (b)(5)(i) of this section, determined at the date of grant of the new stock right. If there is an extension of a stock right (within the meaning of paragraph (b)(5)(v)(C) of this section), the stock right is treated as having had an additional deferral feature from the original date of grant of the stock right, and therefore will be treated as a plan providing for the deferral of compensation from the original grant date for purposes of this paragraph (b).

(B) Modification in general. Except as otherwise provided in paragraph (b)(5)(v) of this section, the term modification means any change in the terms of the stock right (or change in the terms of the plan pursuant to which the stock right was granted or in the terms of any other agreement governing the stock right) that may provide the holder of the stock right with a direct or indirect reduction in the exercise price of the stock right regardless of whether the holder in fact benefits from the change in terms. A change in the terms of the stock right shortening the period during which the stock right is exercisable is not a modification. It is not a modification to add a feature providing the ability to tender previously acquired stock for the stock purchasable under the stock right, or to withhold or have withheld shares of stock to facilitate the payment of the exercise price or the employment taxes or required withholding taxes resulting from the exercise of the stock right. In addition, it is not a modification for the grantor to exercise discretion specifically reserved under a stock right with respect to the transferability of the stock right.

(C) Extensions—(1) In general. An extension of a stock right refers to the provision to the holder of an additional period of time within which to exercise the stock right beyond the time originally prescribed under the terms of the stock right, the conversion or exchange of a stock right for a legally binding right to compensation in a future taxable year, or the addition of any feature for the deferral of compensation not permitted in paragraph (b)(5)(i)(A)(3) of this section (in the case of a stock option) or not permitted in paragraph (b)(5)(i)(B)(3) of this section (in the case of a

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stock appreciation right) to the terms of the stock right, other than at a time when the exercise price of the stock right equals or exceeds the fair market value of the service recipient stock that could be purchased (in the case of an option) or the fair market value of the service recipient stock used to determine the payment to the service provider (in the case of a stock appreciation right), and includes a renewal of such right that has such effect. It is not an extension if the exercise period of a stock right is extended to a date no later than the earlier of the latest date upon which the stock right could have expired by its original terms under any circumstances or the 10th anniversary of the original date of grant of the stock right. If the exercise period of a stock right is extended at a time when the exercise price of the stock right equals or exceeds the fair market value of the service recipient stock that could be purchased (in the case of an option) or the fair market value of the service recipient stock used to determine the payment to the service provider (in the case of a stock appreciation right), it is not an extension of the original stock right. Instead, in such a case, the original stock right is treated as modified rather than extended and a new stock right is treated as having been granted for purposes of this section. In addition, it is not an extension of a stock right if the expiration of the stock right is tolled while the holder cannot exercise the stock right because such an exercise would violate an applicable Federal, state, local, or foreign law, or would jeopardize the ability of the service recipient to continue as a going concern, provided that the period during which the stock right may be exercised is not extended more than 30 days after the exercise of the stock right first would no longer violate an applicable Federal, state, local, and foreign laws or would first no longer jeopardize the ability of the service recipient to continue as a going concern. For this purpose, a provision of foreign law shall be considered applicable only to foreign earned income (as defined under section 911(b)(1) without regard to section 911(b)(1)(B)(iv) and without regard to the requirement that the income be attributable to services performed during the period described in section 911(d)(1)(A) or (B)) from sources within the foreign country that promulgated such law.

(2) Certain extensions before April 10, 2007. An extension of a stock right before April 10, 2007 solely in order to provide the holder of such stock right an additional period of time beyond the time originally prescribed under the terms of such stock right within which to exercise the stock right is disregarded for purposes of applying the rules contained in paragraph (b)(5)(v)(C)(1) of this section. For purposes of applying the rules contained in paragraph (b)(5)(v)(C)(1) of this section on and after April 10, 2007, such a stock right is treated as having specified at the date of grant the time within which to exercise such stock right that was prescribed under the terms of such stock right in effect on April 10, 2007. Nothing in this paragraph (b)(5)(v)(C)(2) affects any other action treated as the extension of a stock right, including the addition of a deferral feature.

(3) Examples. The following examples illustrate the provisions of this paragraph (b)(5)(v)(C). In the examples, each employee is an individual employed by the specified employer, and each employee and each employer has a calendar year taxable year.

Example 1. On July 1, 2009, Employer Z grants Employee A a nonstatutory stock option that does not provide for the deferral of compensation in accordance with paragraph (b)(5)(i)(A) of this section. The terms of the nonstatutory stock option provide that the exercise period of the stock option expires on the earlier of July 1, 2019, or 3 months after Employee A's separation from service. On July 1, 2011, Employee A separates from service. On the same day, Employee A and Employer Z change the exercise period of the option so that it expires on July 1, 2013. Because the exercise period of the stock right is not extended beyond July 1, 2019, the change is not an extension for purposes of this paragraph (b)(5)(v)(C).

Example 2. The facts are the same as in Example 1 except that Employee A separates from service on July 1, 2018, and on the same day, Employee A and Employer Z change the exercise period of the option so that it expires on July 1, 2020. As of July 1, 2018, the fair market value of the underlying stock exceeds the exercise price. Because the exercise period of the stock right is extended beyond July 1, 2019, the change is an extension for purposes of this paragraph (b)(5)(v)(C).

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Example 3. The facts are the same as in Example 2 except that as of July 1, 2018, the fair market value of the underlying stock is less than the exercise price of the option. Because the exercise period of the stock right is extended at a time when the fair market value of the underlying stock is less than the exercise price, the change is not an extension for purposes of this paragraph (b)(5)(v)(C) and the change is treated as a modification of the option, resulting in the extension of the exercise period being treated as the grant of a new option on July 1, 2018.

Example 4. On July 1, 2009, Employer Y grants to Employee B a stock appreciation right with respect to 200 shares of Employer Y common stock that does not provide for the deferral of compensation in accordance with paragraph (b)(5)(i)(B) of this section. Upon exercise of the stock appreciation right, Employee B is entitled to receive the excess of the fair market value of a share of Employer Y common stock on the date of exercise over $100 (the fair market value of a share of Employer Y common stock on July 1, 2009), multiplied by the number of shares with respect to which Employee B is exercising the right. The exercise period of the right expires on the earlier of July 1, 2019, or 3 months after Employee B separates from service. Employee B cannot exercise the stock appreciation right with respect to more than 100 shares unless Employee B continues to be employed by Employer Y through June 30, 2014. On July 1, 2011, when the fair market value of a share of Employer Y common stock is $200, Employee B and Employer Y amend the stock appreciation right to provide that the right will be exercisable only during calendar year 2018, except that before January 1, 2017, Employee B may elect to designate calendar year 2023 or any subsequent calendar year before 2033 as the year in which the right will be exercisable. The amendment constitutes an extension of the stock appreciation right under paragraph (b)(5)(v)(C)(1) of this section. Under paragraph (b)(5)(v)(A) of this section, the stock appreciation right is treated as having had an additional deferral feature from the original date of grant (July 1, 2009) of the right, and therefore is treated as a plan providing for the deferral of compensation from that date. During the period from July 1, 2009, through June 30, 2011, the provisions of the stock appreciation right relating to the time and form of payment did not satisfy the requirements of § 1.409A–3(a). Therefore, the stock appreciation right provides for a deferral of compensation that does not comply with section 409A.

(D) Substitutions and assumptions of stock rights by reason of a corporate transaction. If the requirements of § 1.424–1 (without regard to the requirement described in § 1.424–1(a)(2) that an eligible corporation be the employer of the optionee) would be met if the stock right were a statutory option, the substitution of a new stock right pursuant to a corporate transaction (as defined in § 1.424–1(a)(3)) for an outstanding stock right or the assumption of an outstanding stock right pursuant to a corporate transaction will not be treated as the grant of a new stock right or a change in the form of payment for purposes of this section and §§ 1.409A–2 through 1.409A–6. For purposes of the preceding sentence, the requirement of § 1.424–1(a)(5)(iii) will be deemed to be satisfied if the ratio of the exercise price to the fair market value of the shares subject to the stock right immediately after the substitution or assumption is not greater than the ratio of the exercise price to the fair market value of the shares subject to the stock right immediately before the substitution or assumption. In the case of a transaction described in section 355 in which the stock of the distributing corporation and the stock distributed in the transaction are both readily tradable on an established securities market immediately after the transaction, for purposes of this paragraph (b)(5)(v), the requirements of § 1.424–1(a)(5) related to the fair market value of the stock may be satisfied by—

(1) Using the last sale before or the first sale after the specified date as of which such valuation is being made, the closing price on the last trading day before or the trading day of a specified date, the arithmetic mean of the high and low prices on the last trading day before or the trading day of such specified date, or any other reasonable method using actual transactions in such stock as reported by such market on a specified date, for the stock of the distributing corporation and the stock distributed in the transaction, provided the specified date is designated before such specified date, and such specified date is not more than 60 days after the transaction;

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(2) Using the arithmetic mean of such market prices on trading days during a specified period designated before the beginning of such specified period, where such specified period is not longer than 30 days and ends no later than 60 days after the transaction; or

(3) Using an average of such prices during such prespecified period weighted based on the volume of trading of such stock on each trading day during such prespecified period.

(E) Acceleration of date when exercisable. Although with respect to a stock right not immediately exercisable in full, a change in the terms of the right solely to accelerate or delay, within the original term of the stock right, the time at which the stock right (or any portion of such stock right) may be exercised is not a modification for purposes of this section, with respect to a stock right subject to section 409A, such an acceleration may constitute an impermissible acceleration of a payment date under § 1.409A–3(j) or a subsequent deferral under § 1.409A–2(b).

(F) Discretionary added benefits. If a change to a stock right provides, either by its terms or in substance, that the holder may receive an additional benefit under the stock right at the future discretion of the grantor, and the addition of such benefit would constitute a modification or extension, then the addition of such discretion is a modification or extension at the time that the stock right is changed to provide such discretion.

(G) Change in underlying stock increasing value. A change in the terms of the stock subject to a stock right that increases the value of the stock is a modification of such stock right, except to the extent that a new stock right is substituted for such stock right by reason of the change in the terms of the stock in accordance with paragraph (b)(5)(v)(D) of this section.

(H) Change in the number of shares purchasable. If a stock right is amended solely to increase the number of shares subject to the stock right, the increase is not considered a modification of the stock right but is treated as the grant of a new additional stock right to which the additional shares are subject. Notwithstanding the previous sentence, if the exercise price and number of shares subject to a stock right are proportionally adjusted to reflect a stock split (including a reverse stock split) or stock dividend, and the only effect of the stock split or stock dividend is to increase (or decrease) on a pro rata basis the number of shares owned by each shareholder of the class of stock subject to the stock right, then there is no modification of the stock right if it is proportionally adjusted to reflect the stock split or stock dividend and the aggregate exercise price of the stock right is not less than the aggregate exercise price before the stock split or stock dividend.

(I) Rescission of changes. A change to the terms of a stock right (or change in the terms of the plan pursuant to which the stock right was granted or in the terms of any other agreement governing the right) is not considered a modification or extension of the stock right to the extent the change in the terms of the stock right is rescinded by the earlier of the date the stock right is exercised or the last day of the service provider's taxable year during which such change occurred. Thus, for example, if the terms of a stock right granted to an individual employee with a calendar year taxable year are changed on March 1 in a manner that would result in an extension of the stock right, and the change is rescinded on November 1 of the same year, and the stock right is not exercised before the change is rescinded, the stock right is not considered extended under this paragraph (b)(5)(v).

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(J) Successive modifications and extensions. The rules of this paragraph (b)(5)(v) apply as well to successive modifications and extensions.

(K) Modifications and extensions in effect on October 23, 2004. For purposes of the application of section 409A and these regulations to a stock right, if a legally binding right to a modification or extension of such stock right existed on October 23, 2004, such modification or extension is disregarded, and the stock right is treated as if granted with the terms and conditions in effect on October 23, 2004.

(vi) Meaning and use of certain terms—(A) Option. The term option means the right or privilege of an individual to purchase stock from a corporation by virtue of an offer of the corporation continuing for a stated period of time, whether or not irrevocable, to sell such stock at a price determined under paragraph (b)(5)(vi)(D) of this section, such individual being under no obligation to purchase. While no particular form of words is necessary, the option must express an offer to sell at the option price, the maximum number of shares purchasable under the option, and the period of time during which the offer remains open. The term option includes a warrant that meets the requirements of this paragraph (b)(5)(vi)(A). An option may be granted as part of or in conjunction with an employee stock purchase plan or subscription contract. An option must be in writing (in paper or electronic form) provided that such writing is adequate to establish an option right or privilege that is enforceable under applicable law.

(B) Date of grant of option. (1) The language the date of grant of the option, and similar phrases, refer to the date when the granting corporation completes the corporate action necessary to create the legally binding right constituting the option. A corporate action creating the legally binding right constituting the option is not considered complete until the date on which the maximum number of shares that can be purchased under the option and the minimum exercise price are fixed or determinable, and the class of underlying stock and the identity of the service provider is designated. Ordinarily, if the corporate action provides for an immediate offer of stock for sale to a service provider, or provides for a particular date on which such offer is to be made, the date of the granting of the option is the date of such corporate action if the offer is to be made immediately, or the date provided as the date of the offer, as the case may be. However, an unreasonable delay in the giving of notice of such offer to the service provider will be taken into account as indicating that the corporation provided that the offer was to be made at the subsequent date on which such notice is given.

(2) If the corporation imposes a condition on the granting of an option (as distinguished from a condition governing the exercise of the option), such condition generally will be given effect in accordance with the intent of the corporation. However, if the grant of an option is subject to approval by stockholders, the date of grant of the option will be determined as if the option had not been subject to such approval. A condition that does not require corporate action, such as the approval of, or registration with, some regulatory or government agency, for example, a stock exchange or the Securities and Exchange Commission, is ordinarily considered a condition upon the exercise of the option unless the corporate action clearly indicates that the option is not to be granted until such condition has been satisfied.

(3) In general, a condition imposed upon the exercise of an option will not operate to make ineffective the granting of the option. For example, on June 1, 2008, Corporation A grants to X, an employee, an option to purchase 5,000 shares of the corporation's common stock, exercisable by X on or after June 1, 2009, provided X is employed by the corporation on June 1, 2009, and provided that A's profits during the fiscal year preceding the year of exercise exceed $200,000. Such an option is granted to X on June 1, 2008, and will be treated as outstanding as of such date.

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(C) Stock. The term stock means capital stock of any class, including voting or nonvoting common or preferred stock. Except as otherwise provided, the term stock includes both treasury stock and stock of original issue. Special classes of stock authorized to be issued to and held by employees are within the scope of the term stock for this purpose, provided such stock otherwise possesses the rights and characteristics of capital stock.

(D) Exercise price. The term exercise price means the consideration in cash or property that, pursuant to the terms of the option, is the price at which the stock subject to the option is purchased. The term exercise price does not include any amounts paid as interest under a deferred payment plan or treated as interest.

(E) Exercise. The term exercise, when used in reference to an option, means the act of acceptance by the holder of the option of the offer to sell contained in the option. In general, the time of exercise is the time when there is a sale or a contract to sell between the corporation and the individual. A promise to pay the exercise price does not constitute an exercise of the option unless the holder of the option is subject to personal liability on such promise. An agreement or undertaking by the service provider to make payments under a stock purchase plan does not constitute the exercise of an option to the extent the payments made remain subject to withdrawal by or refund to the service provider.

(F) Transfer. The term transfer, when used in reference to the transfer to an individual of a share of stock pursuant to the exercise of an option, means the transfer of ownership of such share, or the transfer of substantially all the rights of ownership. Such transfer must, within a reasonable time, be evidenced on the books of the corporation. A transfer may occur even if a share of stock is subject to a substantial risk of forfeiture or is not otherwise transferable immediately after the date of exercise. A transfer does not fail to occur merely because, under the terms of the arrangement, the individual may not dispose of the share for a specified period of time, or the share is subject to a right of first refusal or a right to acquire the share at the share's fair market value at the time of the sale.

(G) Readily tradable. For purposes of this section and §§ 1.409A–2 through 1.409A–6, stock is treated as readily tradable if it is regularly quoted by brokers or dealers making a market in such stock.

(H) Application to stock appreciation rights. For purposes of this section and §§ 1.409A–2 through 1.409A–6, the definitions provided in paragraphs (b)(5)(vi)(A) through (G) of this section may be applied by analogy to the issuance of, exercise of, or payment upon the exercise of, a stock appreciation right.

(6) Restricted property, section 402(b) trusts, and section 403(c) annuities—(i) In general. If a service provider receives property from, or pursuant to, a plan maintained by a service recipient, there is no deferral of compensation merely because the value of the property is not includible in income by reason of the property being substantially nonvested (as defined in § 1.83–3(b)), or is includible in income solely due to a valid election under section 83(b). For purposes of this paragraph (b)(6)(i), a transfer of property includes the transfer of a beneficial interest in a trust or annuity plan, or a transfer to or from a trust or under an annuity plan, to the extent such a transfer is subject to section 83, section 402(b) or section 403(c). In addition, for purposes of this paragraph (b), a right to compensation income that will be required to be included in income under section 402(b)(4)(A) is not a deferral of compensation.

(ii) Promises to transfer property. A plan under which a service provider obtains a legally binding right to receive property in a future taxable year where the property will be substantially vested (as defined in § 1.83–3(b)) at the time

of transfer of the property may provide for the deferral of compensation and, accordingly, may constitute a nonqualified deferred compensation plan. A legally binding right to receive property in a future taxable year where the property will be substantially nonvested (as defined in § 1.83–3(b)) at the time of transfer of the property will not provide for the deferral of compensation and, accordingly, will not constitute a nonqualified deferred compensation plan unless offered in conjunction with another legally binding right that constitutes a deferral of compensation.

(7) Arrangements between partnerships and partners. [Reserved]

(8) Certain foreign plans—(i) Plans with respect to compensation covered by treaty or other international agreement. A plan in which a service provider participates does not provide for a deferral of compensation for purposes of this paragraph (b) to the extent that the compensation under the plan would have been excluded from gross income for Federal income tax purposes under the provisions of any bilateral income tax convention or other bilateral or multilateral agreement to which the United States is a party if the compensation had been paid to the service provider at the time that the legally binding right to the compensation first arose or, if later, the time that the legally binding right was no longer subject to a substantial risk of forfeiture.

(ii) Plans with respect to certain other compensation. A plan in which a service provider participates does not provide for a deferral of compensation for purposes of this paragraph (b) to the extent that compensation under the plan would not have been includible in gross income for Federal tax purposes if it had been paid to the service provider at the time that the legally binding right to the compensation first arose or, if later, the time that the legally binding right was no longer subject to a substantial risk of forfeiture, due to one of the following:

(A) The service provider was a nonresident alien at such time and the compensation would not have been includible in gross income under section 872.

(B) The service provider was a qualified individual (as defined in section 911(d)(1)) at such time, the compensation would have been foreign earned income within the meaning of section 911(b)(1) (without regard to section 911(b)(1)(B)(iv)) if paid at such time, and the amount of such compensation was equal to or less than the excess (if any) of the maximum exclusion amount under section 911(b)(2)(D) for such taxable year over the amount of foreign earned income actually excluded from gross income by such qualified individual for such taxable year under section 911(a)(1).

(C) The compensation would have been excludible from gross income under section 893.

(D) The compensation would have been excludible from gross income under section 931 or section 933.

(iii) Tax equalization agreements. A tax equalization agreement does not provide for a deferral of compensation if payments made under such tax equalization agreement are made no later than the end of the second taxable year of the service provider beginning after the taxable year of the service provider in which the service provider's U.S. Federal income tax return is required to be filed (including any extensions) for the year to which the compensation subject to the tax equalization payment relates, or, if later, the second taxable year of the service provider beginning after the latest such taxable year in which the service provider's foreign tax return or payment is required to be filed or made for the year to which the compensation subject to the tax equalization payment relates. Where such payments arise due to an audit, litigation or

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similar proceeding, the right to the payments will not be treated as resulting in a deferral of compensation if the payments are scheduled and made in accordance with the provisions of § 1.409A–3(i)(1)(v) (timing of tax gross-up payments). For purposes of this paragraph (b)(8)(iii), the term tax equalization agreement refers to an agreement, method, program, or other arrangement that provides payments intended to compensate the service provider for some or all of the excess of the taxes actually imposed by a foreign jurisdiction on the compensation paid by the service recipient to the service provider over the taxes that would be imposed if the compensation were subject solely to United States Federal, state, and local income tax, or some or all of the excess of the United States Federal, state, and local income tax actually imposed on the compensation paid by the service to the service provider over the taxes that would be imposed if the compensation were subject solely to taxes in the foreign jurisdiction, provided that the payment made under such agreement, method, program, or other arrangement may not exceed such excess and the amount necessary to compensate for the additional taxes on the amount paid under the agreement, method, program, or other arrangement.

(iv) Certain limited deferrals of a nonresident alien. With respect to a nonresident alien, a foreign plan does not provide for a deferral of compensation if the amounts deferred under the foreign plan based upon services performed by the nonresident alien in the United States (including amounts deferred based upon service credits or compensation received due to services performed in the United States) do not exceed the applicable dollar amount under section 402(g)(1)(B) for the taxable year. If the amounts deferred under the foreign plan based upon the services performed by the nonresident alien in the United States exceed the applicable dollar amount, an amount of such deferrals equal to such amount is treated as not deferred under a nonqualified deferred compensation plan. For purposes of this paragraph (b)(8)(iv), the term foreign plan means a plan that, together with all substantially similar plans, is maintained by a service recipient for a substantial number of participants, substantially all of whom are nonresident aliens or resident aliens classified as resident aliens solely under section 7701(b)(1)(A)(ii) (and not section 7701(b)(1)(A)(i)).

(v) Additional foreign plans. A plan in which a service provider participates does not provide for a deferral of compensation for purposes of this paragraph (b) to the extent designated by the Commissioner in revenue procedures, notices, or other guidance published in the Internal Revenue Bulletin (see § 601.601(d)(2) of this chapter).

(vi) Earnings. Earnings on compensation excluded from the definition of deferral of compensation pursuant to this paragraph (b)(8) are also not treated as a deferral of compensation.

(9) Separation pay plans—(i) In general. A plan that otherwise provides for a deferral of compensation under this paragraph (b) does not fail to provide a deferral of compensation merely because the right to payment of the compensation is conditioned upon a separation from service. However, paragraphs (b)(9)(ii), (iii), (iv), and (v) of this section provide rules concerning the extent to which certain separation pay plans do not provide for the deferral of compensation. The exceptions contained in paragraphs (b)(9)(ii), (iii), (iv), and (v) of this section may be used in combination, such that compensation under a plan that would be excepted under one of those paragraphs may be treated as excepted under another of those paragraphs, so that other compensation under a plan may be treated as excepted under the first of such paragraphs. Notwithstanding any other provision of this paragraph (b)(9), any payment or benefit, or entitlement to a payment or benefit, that acts as a substitute for, or replacement of, amounts deferred by the service recipient under a separate nonqualified deferred compensation plan constitutes a payment or a deferral of compensation under the separate nonqualified deferred compensation plan, and does not constitute a payment or deferral of compensation under a separation pay plan. If a service provider receives a payment at separation from service and also has a legally binding right to an amount of deferred compensation that would be forfeited upon the separation from service, whether the payment acts as an acceleration of vesting and substitute payment for the amount of deferred compensation forfeited, or whether the deferred compensation is treated as forfeited and the amount paid is treated as a separate payment of current compensation, is determined based on the facts and circumstances, provided that, where the separation from service is voluntary, it is presumed that the payment

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results from an acceleration of vesting followed by a payment of the deferred compensation that is subject to section 409A. Accordingly, any change in the payment schedule to accelerate or defer the payments would be subject to the rules of section 409A. The presumption that a right to a payment is not a new right, but is instead a right substituted for a pre-existing forfeited right, may be rebutted by demonstrating that the service provider would have obtained the right to the payment regardless of the forfeiture of the nonvested right. A factor indicating that the service provider would have obtained a right to a payment regardless of the forfeiture of the nonvested right is that the amount to which the service provider obtains a right is materially less than an amount equal to the present value of the forfeited amount multiplied by a fraction, the numerator of which is the period of service the service provider actually completed, and the denominator of which is the full period of service the service provider would have been required to complete to receive the full amount of the payment. For example, where a service provider is entitled to a future payment only if the service provider completes three years of service and at the time of termination the service provider has completed one year of service, the presumption could be rebutted if the payment to the service provider is materially less than the present value of one-third of the nonvested amount. Another such factor is that the payment to the service provider is of a type customarily made to service providers who separate from service with the service recipient and do not forfeit nonvested rights to deferred compensation (for example, a payment of accrued but unused leave or a payment for a release of actual or potential claims).

(ii) Collectively bargained separation pay plans. A separation pay plan does not provide for a deferral of compensation to the extent the plan is a collectively bargained separation pay plan that provides for separation pay only upon an involuntary separation from service or pursuant to a window program. Only the portion of the separation pay plan attributable to employees covered by a bona fide collective bargaining agreement is considered to be provided under a collectively bargained separation pay plan. A collectively bargained separation pay plan is a separation pay plan that meets the following conditions:

(A) The separation pay plan is contained within an agreement that the Secretary of Labor determines to be a collective bargaining agreement.

(B) The separation pay provided by the collective bargaining agreement was the subject of arm's length negotiations between employee representatives and one or more employers, and the agreement between employee representatives and one or more employers satisfies section 7701(a)(46).

(C) The circumstances surrounding the agreement evidence good faith bargaining between adverse parties over the separation pay to be provided under the agreement.

(iii) Separation pay due to involuntary separation from service or participation in a window program. A separation pay plan that is not described in paragraph (b)(9)(ii) of this section and that provides for separation pay only upon an involuntary separation from service (as defined in paragraph (n) of this section) or pursuant to a window program does not provide for a deferral of compensation to the extent that the separation pay, or portion of the separation pay, provided under the plan meets the following requirements:

(A) The separation pay (other than amounts described in paragraphs (b)(9)(iv) and (v) of this section) does not exceed two times the lesser of—

(1) The sum of the service provider's annualized compensation based upon the annual rate of pay for services provided to the service recipient for the taxable year of the service provider preceding the taxable year of the

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service provider in which the service provider has a separation from service with such service recipient (adjusted for any increase during that year that was expected to continue indefinitely if the service provider had not separated from service); or

(2) The maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) for the year in which the service provider has a separation from service.

(B) The plan provides that the separation pay described in paragraph (b)(9)(iii)(A) of this section must be paid no later than the last day of the second taxable year of the service provider following the taxable year of the service provider in which occurs the separation from service.

(iv) Foreign separation pay plans. A separation pay plan (including a plan providing payments upon a voluntary separation from service) does not provide for deferred compensation to the extent the plan provides for amounts of separation pay required to be provided under the applicable law of a foreign jurisdiction. For this purpose, a provision of foreign law shall be considered applicable only to foreign earned income (as defined under section 911(b)(1) without regard to section 911(b)(1)(B)(iv) and without regard to the requirement that the income be attributable to services performed during the period described in section 911(d)(1)(A) or (B)) from sources within the foreign country that promulgated such law.

(v) Reimbursements and certain other separation payments—(A) In general. To the extent a separation pay plan (including a plan providing payments upon a voluntary separation from service) entitles a service provider to payment by the service recipient of reimbursements that are not otherwise excludible from gross income for expenses that the service provider could otherwise deduct under section 162 or section 167 as business expenses incurred in connection with the performance of services (ignoring any applicable limitation based on adjusted gross income), or of reasonable outplacement expenses and reasonable moving expenses actually incurred by the service provider and directly related to the termination of services for the service recipient, such plan does not provide for a deferral of compensation to the extent such rights apply during a limited period of time (regardless of whether such rights extend beyond the limited period of time). For purposes of this paragraph (b)(9)(v)(A), the reimbursement of reasonable moving expenses includes the reimbursement of all or part of any loss the service provider actually incurs due to the sale of a primary residence in connection with a separation from service.

(B) Medical benefits. To the extent a separation pay plan (including a plan providing payments due to a voluntary separation from service) entitles a service provider to reimbursement by the service recipient of payments of medical expenses incurred and paid by the service provider but not reimbursed by a person other than the service recipient and allowable as a deduction under section 213 (disregarding the requirement of section 213(a) that the deduction is available only to the extent that such expenses exceed 7.5 percent of adjusted gross income), such plan does not provide for a deferral of compensation to the extent such rights apply during the period of time during which the service provider would be entitled (or would, but for such plan, be entitled) to continuation coverage under a group health plan of the service recipient under section 4980B (COBRA) if the service provider elected such coverage and paid the applicable premiums.

(C) In-kind benefits and direct service recipient payments. A service provider's entitlement to in-kind benefits from the service recipient, or a payment by the service recipient directly to the person providing the goods or services to the service provider, is treated as not providing for a deferral of compensation for purposes of this paragraph (b), if

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a right to reimbursement by the service recipient for a payment for such benefits, goods, or services by the service provider would not be treated as providing for a deferral of compensation under this paragraph (b)(9)(v).

(D) Limited payments. If not otherwise excluded, a taxpayer may treat a right or rights under a separation pay plan to a payment or payments as not providing for a deferral of compensation to the extent such payments in the aggregate do not exceed the applicable dollar amount under section 402(g)(1)(B) for the year of the separation from service.

(E) Limited period of time. For purposes of paragraphs (b)(9)(v)(A) and (C) of this section, a limited period of time in which expenses may be incurred, or in which in-kind benefits may be provided by the service recipient or a third party that the service recipient will pay, does not include periods beyond the last day of the second taxable year of the service provider following the taxable year of the service provider in which the separation from service occurred, provided that the period during which the reimbursements for such expenses must be paid may not extend beyond the third taxable year of the service provider following the taxable year of the service provider in which the separation from service occurred.

(vi) Window programs—definition. The term window program refers to a program established by a service recipient in connection with an impending separation from service to provide separation pay, where such program is made available by the service recipient for a limited period of time (no longer than 12 months) to service providers who separate from service during that period or to service providers who separate from service during that period under specified circumstances. A program will not be considered a window program if a service recipient establishes a pattern of repeatedly providing for similar separation pay in similar situations for substantially consecutive, limited periods of time. Whether the recurrence of these programs constitutes a pattern is determined based on the facts and circumstances. Although no one factor is determinative, relevant factors include whether the benefits are on account of a specific business event or condition, the degree to which the separation pay relates to the event or condition, and whether the event or condition is temporary or discrete or is a permanent aspect of the employer's business.

(10) Certain indemnification and liability insurance plans. A plan in which a service provider participates does not provide for a deferral of compensation for purposes of this paragraph (b) to the extent that the plan provides (to the extent permissible under applicable law), for the indemnification of, or the purchase of an insurance policy providing for payments of, all or part of the expenses incurred or damages paid or payable by a service provider with respect to a bona fide claim against the service provider or service recipient, including amounts paid or payable by the service provider upon the settlement of a bona fide claim against the service provider or service recipient, where such claim is based on actions or failures to act by the service provider in his or her capacity as a service provider of the service recipient.

(11) Legal settlements. An agreement to which a service provider is a party does not provide for a deferral of compensation for purposes of this paragraph (b) to the extent that the agreement provides for amounts paid as settlements or awards resolving bona fide legal claims based on wrongful termination, employment discrimination, the Fair Labor Standards Act, or worker's compensation statutes, including claims under applicable Federal, state, local, or foreign laws, or for reimbursements or payments of reasonable attorneys fees or other reasonable expenses incurred by the service provider related to such bona fide legal claims, regardless of whether such settlements, awards, or reimbursement or payment of expenses pursuant to such claims are treated as compensation or wages for Federal tax purposes. Whether the execution of a waiver of any or all of such types of claims indicates that the amounts are paid as an award or settlement of an actual bona fide claim for damages under applicable law is determined based on the facts and circumstances. This paragraph (b)(11) does not apply to any deferred amounts that did not arise as a result of an actual bona fide claim for damages under applicable law, such as amounts that would have been deferred or paid regardless of the existence of such claim, even if such amounts are paid or modified as part of a settlement or award resolving an actual bona fide claim. For this purpose,

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a provision of foreign law shall be considered applicable only to foreign earned income (as defined under section 911(b)(1) without regard to section 911(b)(1)(B)(iv) and without regard to the requirement that the income be attributable to services performed during the period described in section 911(d)(1)(A) or (B)) from sources within the foreign country that promulgated such law.

(12) Certain educational benefits. A plan in which a service provider participates does not provide for a deferral of compensation to the extent the plan provides for taxable educational benefits. For purposes of this paragraph (b)(12), the term educational benefits refers solely to benefits provided to a service provider, consisting solely of educational assistance for the education of the service provider, as defined in section 127(c) and the accompanying regulations, and does not refer to any benefits provided for the education of any other person, including any spouse, child, or other family member of the service provider.

(c) Plan—(1) In general. The term plan includes any agreement, method, program, or other arrangement, including an agreement, method, program, or other arrangement that applies to one person or individual. A plan may be adopted unilaterally by the service recipient or may be negotiated or agreed to by the service recipient and one or more service providers or service provider representatives. An agreement, method, program, or other arrangement may constitute a plan regardless of whether it is an employee benefit plan under section 3(3) of ERISA, as amended (29 U.S.C. 1002(3)). The requirements of section 409A are applied as if a separate plan or plans is maintained for each service provider. For purposes of determining the terms of a plan, general provisions of the plan that purport to nullify noncompliant plan terms, or to supply any specific plan terms required by this section, § 1.409A–2 or § 1.409A–3, are disregarded.

(2) Plan aggregation rules—(i) In general. Except as otherwise provided, the following rules apply with respect to the application of this section and §§ 1.409A–2 through 1.409A–6 to deferrals of compensation with respect to a service provider:

(A) All deferrals of compensation at the election of that service provider under all plans of the service recipient that are account balance plans, except to the extent that the plan is described in paragraph (c)(2)(i)(D), (E), (F), (G), or (H) of this section, are treated as deferred under a single plan. For purposes of this paragraph, the term account balance plan means—

(1) An agreement, method, program, or other arrangement that is an account balance plan as defined in § 31.3121(v)(2)–1(c)(1)(ii)(A) of this chapter, including mandatorily bifurcating the agreement, method, program, or other arrangement in accordance with the rules provided in § 31.3121(v)–1(c)(1)(iii)(B) [1] of this chapter; or

(2) An agreement, method, program, or other arrangement that would be described in paragraph (c)(2)(i)(A)(1) of this section if the service provider were an employee.

(B) All deferrals of compensation other than at the election of that service provider, including deferrals reflecting matching by the service recipient with respect to amounts a service provider elects to defer, under all plans of the service recipient that are account balance plans, except to the extent the plan is described in paragraph (c)(2)(i)(D), (E), (F), (G), or (H) of this section, are treated as deferred under a single plan. For purposes of this paragraph (c)(2)(i)(B), the term "account balance plan" has the same meaning as provided in paragraph (c)(2)(i)(A) of this section.

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(C) All deferrals of compensation with respect to that service provider under all plans of the service recipient that are nonaccount balance plans, except to the extent such plan is described in paragraph (c)(2)(i)(D), (E), (F), (G), or (H) of this section, are treated as deferred under a single plan. For purposes of this paragraph (c)(2)(i)(C), the term nonaccount balance plan means—

(1) An agreement, method, program, or other arrangement that is a nonaccount balance plan as defined in § 31.3121(v)(2)–1(c)(2)(i) of this chapter, including mandatorily bifurcating the agreement, method, program, or other arrangement in accordance with the rules provided in § 31.3121(v)–1(c)(1)(iii)(B) [1] of this chapter; or

(2) An agreement, method, program, or other arrangement that would be described in paragraph (c)(2)(i)(C)(1) of this section if the service provider were an employee.

(D) All deferrals of compensation with respect to that service provider under all separation pay plans (as defined in paragraph (m) of this section) of the service recipient to the extent an amount deferred under the plans is not described in paragraph (c)(2)(i)(E) of this section and is payable solely upon an involuntary separation from service within the meaning of paragraph (n) of this section or as a result of participation in a window program, are treated as deferred under a single plan.

(E) All deferrals of compensation with respect to that service provider under all plans of the service recipient to the extent such amounts deferred consist of rights to in-kind benefits or reimbursements of expenses, such as membership fees, or expenses related to aircraft or vehicle usage, to the extent that the right to the in-kind benefit or reimbursement, separately or in the aggregate, does not constitute a substantial portion of either the overall compensation earned by the service provider for performing services for the service recipient or the overall compensation received due to a separation from service, are treated as deferred under a single plan.

(F) All deferrals of compensation with respect to that service provider under all plans of the service recipient to the extent that the taxation of such compensation is governed by § 1.61–22 or § 1.7872–15 (split-dollar life insurance arrangements), or the taxation of such compensation would be governed by § 1.61–22 or § 1.7872–15 but for the operation of § 1.61–22(j) (effective date provisions), are treated as deferred under a single plan.

(G) All deferrals of compensation with respect to that service provider under all agreements, methods, programs, or other arrangements of the service recipient to the extent the deferrals under the agreements, methods, programs, or other arrangements are deferrals of amounts that would be treated as modified foreign earned income (meaning foreign earned income as defined under section 911(b)(1) without regard to section 911(b)(1)(B)(iv) and without regard to the requirement that the income be attributable to services performed during the period described in section 911(d)(1)(A) or (B)) if paid to the service provider at the time the amount is first deferred, and provided further that substantially all the participants in such agreements, methods, programs, or other arrangements and any substantially similar agreements, methods, programs, or other arrangements are nonresident aliens and that the service provider does not participate in a substantially identical agreement, method, program, or other arrangement that does not meet the requirements of this paragraph (c)(2)(i)(G) (a domestic arrangement), are treated as deferred under a single plan.

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(H) All deferrals of compensation with respect to that service provider under all plans of the service recipient to the extent such plans are stock rights (as defined in paragraph (l) of this section) subject to section 409A, are treated as deferred under a single plan.

(I) All deferrals of compensation with respect to that service provider under all plans of the service recipient to the extent such plans are not described in paragraph (c)(2)(i)(A), (B), (C), (D), (E), (F), (G), or (H) of this section are treated as deferred under a single plan.

(ii) Dual status. Agreements, methods, programs, and other arrangements in which a service provider participates are not aggregated with other agreements, methods, programs, and other arrangements to the extent the service provider participates in one set of agreements, methods, programs, and other arrangements due to status as an employee of the service recipient (employee arrangements) and another set of agreements, methods, programs, and other arrangements due to status as an independent contractor of the service recipient (independent contractor arrangements). For example, where a service provider deferred amounts under an independent contractor arrangement while providing services as an independent contractor, and then becomes eligible for and defers amounts under a separate employee arrangement after being hired as an employee, the two arrangements will not be aggregated for purposes of this paragraph (c)(2). Where an employee also is a member of the board of directors of the service recipient (or a similar position with respect to a non-corporate service recipient), the arrangements under which the employee participates as a director (director arrangements) are not aggregated with employee arrangements, provided that the director arrangements are substantially similar to arrangements provided to service providers providing services only as directors (or similar positions with respect to non-corporate service recipients). For example, an employee director who participates in an employee arrangement and a director arrangement generally may treat the two arrangements as separate plans, provided that the director arrangement is substantially similar to arrangements providing benefits to non-employee directors. To the extent a plan in which an employee director participates is not substantially similar to arrangements in which non-employee directors participate, such plan is treated as an employee plan for purposes of this paragraph (c)(2). Director plans and independent contractor plans are aggregated for purposes of this paragraph (c)(2).

(3) Establishment of plan—(i) In general. A plan does not satisfy the requirements of section 409A and this section and §§ 1.409A–2 through 1.409A–3 and §§ 1.409A–5 through 1.409A–6, unless the plan is established and maintained by a service recipient in accordance with the requirements of this section, §§ 1.409A–2 through 1.409A–3 and §§ 1.409A–5 through 1.409A–6. For purposes of this paragraph (c)(3), a plan is established on the latest of the date on which it is adopted, the date on which it is effective, and the date on which the material terms of the plan are set forth in writing. The material terms of the plan may be set forth in writing in one or more documents. For purposes of this paragraph (c)(3)(i), a plan will be deemed to be set forth in writing if it is set forth in any other form that is approved by the Commissioner. The material terms of the plan include the amount (or the method or formula for determining the amount) of deferred compensation to be provided under the plan and the time and form of payment. Notwithstanding the foregoing, a plan will be deemed to be established as of the date the participant obtains a legally binding right to a deferral of compensation, provided that the plan is otherwise established under the rules of this paragraph (c)(3)(i) by the end of the taxable year of the service provider in which the legally binding right arises, or with respect to an amount not payable in the year immediately following the taxable year of the service provider in which the legally binding right arises (the subsequent year), the 15th day of the third month of the subsequent year.

(ii) Initial deferral election provisions. If a plan provides a service provider or a service recipient with an initial deferral election, the plan satisfies the requirements of this paragraph (c)(3) if the plan sets forth in writing, on or before the date the applicable election is required to be irrevocable to satisfy the requirements of § 1.409A–2(a), the conditions under which such election may be made.

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(iii) Subsequent deferral election provisions. If a plan permits a subsequent deferral election described in § 1.409A–2(b), the plan satisfies the requirements of this paragraph (c)(3) if the plan sets forth in writing, on or before the date the election is required to be irrevocable to meet the requirements of § 1.409A–2(b), the conditions under which such election may be made.

(iv) Payment accelerations. Except as explicitly provided in § 1.409A–3, a plan is not required to set forth in writing the conditions under which a payment may be accelerated if such acceleration is permitted under § 1.409A–3(j)(4).

(v) Six-month delay for specified employees. A plan must provide that distributions to a specified employee may not be made before the date that is six months after the date of separation from service or, if earlier, the date of death (the six-month delay rule). The six-month delay rule, required for payments due to the separation from service of a specified employee, must be written in the plan. A plan does not fail to be established and maintained merely because it does not contain the six-month delay rule when the service provider who has a right to compensation deferred under such plan is not a specified employee. However, such provision must be set forth in writing on or before the date such service provider first becomes a specified employee. In general, this means the provision must be set forth in writing on or before the specified employee effective date (as defined in paragraph (i)(3) of this section) for the first list of specified employees that includes such service provider.

(vi) Plan amendments. In the case of an amendment that increases the amount deferred under a nonqualified deferred compensation plan, the plan is not considered established with respect to the additional amount deferred until the plan, as amended, is established in accordance with paragraph (c)(3)(i) of this section.

(vii) Transition rule for written plan requirement. For purposes of this paragraph (c)(3), a legally enforceable unwritten plan that was adopted and effective before December 31, 2007, is treated as established under this section as of the later of the date on which it was adopted or became effective, provided that the material terms of the plan are set forth in writing on or before December 31, 2007.

(viii) Plan aggregation rules. The plan aggregation rules of paragraph (c)(2)(i) of this section do not apply to the written plan requirements of this paragraph (c)(3). Accordingly, deferrals of compensation under an agreement, method, program, or other arrangement that fails to meet the requirements of section 409A solely due to a failure to meet the written plan requirements of this paragraph (c)(3) are not aggregated with deferrals of compensation under other agreements, methods, programs, or other arrangements that meet such requirements.

(d) Substantial risk of forfeiture—(1) In general. Compensation is subject to a substantial risk of forfeiture if entitlement to the amount is conditioned on the performance of substantial future services by any person or the occurrence of a condition related to a purpose of the compensation, and the possibility of forfeiture is substantial. For purposes of this paragraph (d), a condition related to a purpose of the compensation must relate to the service provider's performance for the service recipient or the service recipient's business activities or organizational goals (for example, the attainment of a prescribed level of earnings or equity value or completion of an initial public offering). For purposes of this paragraph (d), if a service provider's entitlement to the amount is conditioned on the occurrence of the service provider's involuntary separation from service without cause, the right is subject to a substantial risk of forfeiture if the possibility of forfeiture is substantial. An amount is not subject to a substantial risk of forfeiture merely because the right to the amount is conditioned, directly or indirectly, upon the refraining from the performance of services. Except as provided with respect to certain transaction-based compensation under § 1.409A–

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3(i)(5)(iv), the addition of any risk of forfeiture after the legally binding right to the compensation arises, or any extension of a period during which compensation is subject to a risk of forfeiture, is disregarded for purposes of determining whether such compensation is subject to a substantial risk of forfeiture. An amount will not be considered subject to a substantial risk of forfeiture beyond the date or time at which the recipient otherwise could have elected to receive the amount of compensation, unless the present value of the amount subject to a substantial risk of forfeiture (disregarding, in determining the present value, the risk of forfeiture) is materially greater than the present value of the amount the recipient otherwise could have elected to receive absent such risk of forfeiture. For this purpose, compensation that the service provider would receive for continuing to perform services regardless of whether the service provider elected to receive the amount that is subject to a substantial risk of forfeiture is not taken into account in determining whether the present value of the right to the amount subject to a substantial risk of forfeiture is materially greater than the amount the recipient otherwise could have elected to receive absent such risk of forfeiture. For example, a salary deferral generally may not be made subject to a substantial risk of forfeiture. But, for example, where a bonus plan provides an election between a cash payment or restricted stock units with a present value that is materially greater (disregarding the risk of forfeiture) than the present value of such cash payment and that will be forfeited absent continued services for a period of years, the right to the restricted stock units generally will be treated as subject to a substantial risk of forfeiture.

(2) Stock rights. A stock right is not subject to a substantial risk of forfeiture at the earlier of the first date the holder may exercise the stock right and receive cash or property that is substantially vested (as defined in § 1.83–3(b)) or the first date that the stock right is not subject to a forfeiture condition that would constitute a substantial risk of forfeiture. Accordingly, a stock option that the service provider may exercise immediately and receive substantially vested stock is not subject to a substantial risk of forfeiture, even if the stock option automatically terminates upon the service provider's separation from service.

(3) Enforcement of forfeiture condition—(i) In general. In determining whether the possibility of forfeiture is substantial in the case of rights to compensation granted by a service recipient to a service provider that owns a significant amount of the total combined voting power or value of all classes of equity of the service recipient (where the service provider's ownership is determined with application of the attribution rules under section 318 if the service recipient is a corporation, or if the service recipient is an entity that is not a corporation, with application by analogy of the attribution rules under section 318), all relevant facts and circumstances will be taken into account in determining whether the probability of the service recipient enforcing such condition is substantial, including—

(A) The service provider's relationship to other equity holders and the extent of their control, potential control and possible loss of control of the service recipient;

(B) The position of the service provider in the service recipient and the extent to which the service provider is subordinate to other service providers;

(C) The service provider's relationship to the officers and directors of the service recipient (or similar positions with respect to a noncorporate service recipient);

(D) The person or persons who must approve the service provider's discharge; and

(E) Past actions of the service recipient in enforcing the restrictions.

(ii) Examples. The following examples illustrate the rules of paragraph (d)(3)(i) of this section:

Example 1. A service provider would be considered as having deferred compensation subject to a substantial risk of forfeiture, but for the fact that the service provider owns 20 percent of the single class of stock in the transferor corporation. If the remaining 80 percent of the class of stock is owned by an unrelated individual (or members of such an individual's family) so that the possibility of the corporation enforcing a restriction on such rights is substantial, then such rights are subject to a substantial risk of forfeiture.

Example 2. A service provider would be considered as having deferred compensation subject to a substantial risk of forfeiture, but for the fact that the service provider, who is president of the corporation, also owns 4 percent of the voting power of all the stock of a corporation. If the remaining stock is so diversely held by the public that the president, in effect, controls the corporation, then the possibility of the corporation enforcing a restriction on the right to deferred compensation of the president is not substantial, and such rights are not subject to a substantial risk of forfeiture.

(e) Performance-based compensation—(1) In general. The term performance-based compensation means compensation the amount of which, or the entitlement to which, is contingent on the satisfaction of preestablished organizational or individual performance criteria relating to a performance period of at least 12 consecutive months. Organizational or individual performance criteria are considered preestablished if established in writing by not later than 90 days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-based compensation may include payments based on performance criteria that are not approved by a compensation committee of the board of directors (or similar entity in the case of a non-corporate service recipient) or by the stockholders or members of the service recipient. Performance-based compensation does not include any amount or portion of any amount that will be paid either regardless of performance, or based upon a level of performance that is substantially certain to be met at the time the criteria is established. In addition, except as provided in paragraph (e)(3) of this section, compensation is not performance-based compensation merely because the amount of such compensation is determined by reference to the value of the service recipient or the stock of the service recipient. Where a portion of an amount of compensation would qualify as performance-based compensation if the portion were the sole amount available under the plan, that portion of the award will not fail to qualify as performance-based compensation if that portion is designated separately or otherwise separately identifiable under the terms of the plan, and the amount of each portion is determined independently of the other. Compensation may be performance-based compensation where the amount will be paid regardless of satisfaction of the performance criteria due to the service provider's death, disability, or a change in control event (as defined in § 1.409A–3(i)(5)(i)), provided that a payment made under such circumstances without regard to the satisfaction of the performance criteria will not constitute performance-based compensation. For purposes of this paragraph (e)(1), a disability refers to any medically determinable physical or mental impairment resulting in the service provider's inability to perform the duties of his or her position or any substantially similar position, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six months.

(2) Payments based upon subjective performance criteria. The term performance-based compensation includes payments based upon subjective performance criteria, provided that—

(i) The subjective performance criteria are bona fide and relate to the performance of the participant service provider, a group of service providers that includes the participant service provider, or a business unit for which the participant service provider provides services (which may include the entire organization); and

(ii) The determination that any subjective performance criteria have been met is not made by the participant service provider or a family member of the participant service provider (as defined in section 267(c)(4) applied as if the family of an

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individual includes the spouse of any member of the family), or a person under the effective control of the participant service provider or such a family member, and no amount of the compensation of the person making such determination is effectively controlled in whole or in part by the service provider or such a family member.

(3) Equity-based compensation. Compensation is performance-based compensation if it is based solely on an increase in the value of the service recipient, or a share of stock in the service recipient, after the date of a grant or award. However, compensation payable for a service period that is equal to the value of a predetermined number of shares of stock, and is variable only to the extent that the value of such shares appreciates or depreciates, generally will not be performance-based compensation. Notwithstanding the foregoing, the attainment of a prescribed value for the service recipient (or a portion thereof), or a share of stock in the service recipient, may be used as a preestablished organizational criterion for purposes of providing performance-based compensation, provided that the other requirements of paragraph (e)(1) of this section are satisfied. In addition, an award of equity-based compensation may constitute performance-based compensation if entitlement to the compensation is subject to a condition that would cause the award to otherwise qualify as performance-based compensation, such as a performance-based vesting condition. A provision that allows a service provider to defer compensation that would be realized upon the exercise of a stock right generally constitutes an additional deferral feature for purposes of the definition of a deferral of compensation under paragraph (b)(5) of this section.

(f) Service provider—(1) In general. The term service provider includes an individual, corporation, subchapter S corporation, partnership, personal service corporation (as defined in section 269A(b)(1)), noncorporate entity that would be a personal service corporation if it were a corporation, qualified personal service corporation (as defined in section 448(d)(2)), and noncorporate entity that would be a qualified personal service corporation if it were a corporation, for any taxable year in which such individual, corporation, subchapter S corporation, partnership, or other entity accounts for gross income from the performance of services under the cash receipts and disbursements method of accounting. The term service provider generally includes a person who has separated from service (a former service provider).

(2) Independent contractors—(i) In general. Except as otherwise provided in paragraph (f)(2)(iv) of this section, section 409A does not apply to an amount deferred under a plan between a service provider and service recipient with respect to a particular trade or business in which the service provider participates, including earnings credited to such deferred amount, if during the service provider's taxable year in which the service provider obtains a legally binding right to the payment of the amount deferred each of the following applies:

(A) The service provider is actively engaged in the trade or business of providing services, other than as an employee or as a member of the board of directors of a corporation (or similar position with respect to an entity that is not a corporation).

(B) The service provider provides significant services to two or more service recipients to which the service provider is not related and that are not related to one another (as defined in paragraph (f)(2)(ii) of this section).

(C) The service provider is not related to the service recipient, applying the definition of related person contained in paragraph (f)(2)(ii) of this section subject to the modification that the language “20 percent” is not used instead of “50 percent” each place “50 percent” appears in sections 267(b) and 707(b)(1).

(ii) Related person. For purposes of this paragraph (f)(2), a person is related to another person if the persons bear a relationship to each other that is specified in section 267(b) or 707(b)(1), subject to the modifications that the language

"20 percent" is used instead of "50 percent" each place it appears in sections 267(b) and 707(b)(1), and section 267(c)(4) is applied as if the family of an individual includes the spouse of any member of the family; or the persons are engaged in trades or businesses under common control (within the meaning of section 52(a) and (b)). In addition, an individual is related to an entity if the individual is an officer of an entity that is a corporation, or holds a position substantially similar to an officer of a corporation with an entity that is not a corporation.

(iii) Significant services. Whether a service provider is providing significant services depends on the facts and circumstances of each case. However, for purposes of paragraph (f)(2)(i) of this section, a service provider who provides services to two or more service recipients to which the service provider is not related and that are not related to one another is deemed to be providing significant services to two or more of such service recipients for a given taxable year, if the revenues generated from the services provided to any service recipient or group of related service recipients during such taxable year do not exceed 70 percent of the total revenue generated by the service provider from the trade or business of providing such services. In addition, in the case of a service provider who has been providing services in a trade or business for a period of not less than three consecutive years, for purposes of paragraph (f)(2)(i) of this section, a service provider who provides services to two or more service recipients to which the service provider is not related and that are not related to one another is deemed to be providing significant services to two or more of such service recipients for a given taxable year if in each of the prior three taxable years the revenues generated from the services provided to any service recipient or group of related service recipients during such prior taxable years did not exceed 70 percent of the total revenue generated by the service provider from the trade or business of providing such services and, at the time an amount is deferred, the service provider does not know or have reason to anticipate that the revenues generated from the services provided to any service recipient or group of related service recipients during the current year will exceed 70 percent of the total revenue generated by the service provider from the trade or business of providing such services.

(iv) Management services. This paragraph (f)(2) does not apply to a service provider to the extent the service provider provides management services to a service recipient. For purposes of this paragraph (f)(2)(iv), the term management services means services that involve the actual or de facto direction or control of the financial or operational aspects of a trade or business of the service recipient, or investment management or advisory services provided to a service recipient whose primary trade or business includes the investment of financial assets (including investments in real estate), such as a hedge fund or a real estate investment trust.

(v) Services provided to related persons. Section 409A does not apply to an amount deferred under a plan that is a bona fide agreement, method, program, or other arrangement between a service provider and a related service recipient arising in the ordinary course of a particular trade or business in which the service provider is engaged to the extent that—

(A) The service provider provides services to the service recipient as an independent contractor;

(B) During the service provider's taxable year in which the amount is deferred, the service provider qualifies for the safe harbor provided in paragraph (f)(2)(iii) of this section with respect to such trade or business; and

(C) Such agreement, method, program, or other arrangement and the practices thereunder (including billing and collection practices), are substantially similar to the agreements, methods, programs, or other arrangements and practices applicable to one or more unrelated service recipients to whom the service provider provides substantial services and that produce a majority of the total revenue that the service provider earns from the trade or business of providing such services during the taxable year.

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(g) Service recipient. Except as otherwise specifically provided in these regulations, the term service recipient means the person for whom the services are performed and with respect to whom the legally binding right to compensation arises, and all persons with whom such person would be considered a single employer under section 414(b) (employees of controlled group of corporations), and all persons with whom such person would be considered a single employer under section 414(c) (employees of partnerships, proprietorships, etc., under common control). For example, if the service provider is an employee, the service recipient generally is the employer (including all persons treated as a single employer under section 414(b) or (c)). Notwithstanding the foregoing, section 409A applies to a plan that provides for the deferral of compensation, even if the payment of the compensation is not made by the person for whom services are performed.

(h) Separation from service—(1) Employees—(i) In general. An employee separates from service with the employer if the employee dies, retires, or otherwise has a termination of employment with the employer. However, for purposes of this paragraph (h)(1), the employment relationship is treated as continuing intact while the individual is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the individual retains a right to reemployment with the service recipient under an applicable statute or by contract. For purposes of this paragraph (h)(1), a leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the employee will return to perform services for the employer. If the period of leave exceeds six months and the individual does not retain a right to reemployment under an applicable statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six-month period. Notwithstanding the foregoing, where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where such impairment causes the employee to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a 29–month period of absence may be substituted for such six-month period.

(ii) Termination of employment. Whether a termination of employment has occurred is determined based on whether the facts and circumstances indicate that the employer and employee reasonably anticipated that no further services would be performed after a certain date or that the level of bona fide services the employee would perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36–month period (or the full period of services to the employer if the employee has been providing services to the employer less than 36 months). Facts and circumstances to be considered in making this determination include, but are not limited to, whether the employee continues to be treated as an employee for other purposes (such as continuation of salary and participation in employee benefit programs), whether similarly situated service providers have been treated consistently, and whether the employee is permitted, and realistically available, to perform services for other service recipients in the same line of business. An employee is presumed to have separated from service where the level of bona fide services performed decreases to a level equal to 20 percent or less of the average level of services performed by the employee during the immediately preceding 36–month period. An employee will be presumed not to have separated from service where the level of bona fide services performed continues at a level that is 50 percent or more of the average level of service performed by the employee during the immediately preceding 36–month period. No presumption applies to a decrease in the level of bona fide services performed to a level that is more than 20 percent and less than 50 percent of the average level of bona fide services performed during the immediately preceding 36–month period. The presumption is rebuttable by demonstrating that the employer and the employee reasonably anticipated that as of a certain date the level of bona fide services would be reduced permanently to a level less than or equal to 20 percent of the average level of bona fide services provided during the immediately preceding 36–month period or full period of services provided to the employer if the employee has been providing services to the service recipient for a period of less than 36 months (or that the level of bona fide services would not be so reduced). For example, an employee may demonstrate that the employer and employee reasonably anticipated that the employee would cease providing services, but that, after the original cessation of services, business circumstances such as termination of the employee's replacement caused the employee to return to employment.

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Although the employee's return to employment may cause the employee to be presumed to have continued in employment because the employee is providing services at a rate equal to the rate at which the employee was providing services before the termination of employment, the facts and circumstances in this case would demonstrate that at the time the employee originally ceased to provide services, the employee and the service recipient reasonably anticipated that the employee would not provide services in the future. Notwithstanding the foregoing provisions of this paragraph (h)(1)(ii), a plan may treat another level of reasonably anticipated permanent reduction in the level of bona fide services as a separation from service, provided that the level of reduction required must be designated in writing as a specific percentage, and the reasonably anticipated reduced level of bona fide services must be greater than 20 percent but less that 50 percent of the average level of bona fide services provided in the immediately preceding 36 months. The plan must specify the definition of separation from service on or before the date on which a separation from service is designated as a time of payment of the applicable amount deferred, and once designated, any change to the definition of separation from service with respect to such amount deferred will be subject to the rules regarding subsequent deferrals and the acceleration of payments. For purposes of this paragraph (h)(1)(ii), for periods during which an employee is on a paid bona fide leave of absence (as defined in paragraph (h)(1)(i) of this section) and has not otherwise terminated employment pursuant to paragraph (h)(1)(i) of this section, the employee is treated as providing bona fide services at a level equal to the level of services that the employee would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which an employee is on an unpaid bona fide leave of absence (as defined in paragraph (h)(1)(i) of this section) and has not otherwise terminated employment pursuant to paragraph (h)(1)(i) of this section, are disregarded for purposes of this paragraph (h)(1)(ii) (including for purposes of determining the applicable 36–month (or shorter) period).

(2) Independent contractors—(i) In general. An independent contractor is considered to have a separation from service with the service recipient upon the expiration of the contract (or in the case of more than one contract, all contracts) under which services are performed for the service recipient if the expiration constitutes a good-faith and complete termination of the contractual relationship. An expiration does not constitute a good faith and complete termination of the contractual relationship if the service recipient anticipates a renewal of a contractual relationship or the independent contractor becoming an employee. For this purpose, a service recipient is considered to anticipate the renewal of the contractual relationship with an independent contractor if it intends to contract again for the services provided under the expired contract, and neither the service recipient nor the independent contractor has eliminated the independent contractor as a possible provider of services under any such new contract. Further, a service recipient is considered to intend to contract again for the services provided under an expired contract if the service recipient's doing so is conditioned only upon incurring a need for the services, the availability of funds, or both.

(ii) Special rule. Notwithstanding paragraph (h)(2)(i) of this section, a plan is considered to satisfy the requirement described in § 1.409A–3(a)(1) with respect to an amount payable upon a separation from service if, with respect to amounts payable to a service provider who is an independent contractor, the plan provides that—

(A) No amount will be paid to the service provider before a date at least 12 months after the day on which the contract expires under which the service provider performs services for the service recipient (or, in the case of more than one contract, all such contracts expire); and

(B) No amount payable to the service provider on that date will be paid to the service provider if, after the expiration of the contract (or contracts) and before that date, the service provider performs services for the service recipient as an independent contractor or an employee.

(3) Definition of service recipient and employer. For purposes of this paragraph (h), the term service recipient or employer means the service recipient as defined in paragraph (g) of this section, provided that in applying section 1563(a)(1), (2), and

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(3) for purposes of determining a controlled group of corporations under section 414(b), the language "at least 50 percent" is used instead of "at least 80 percent" each place it appears in section 1563(a)(1), (2), and (3), and in applying § 1.414(c)–2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of section 414(c), "at least 50 percent" is used instead of "at least 80 percent" each place it appears in § 1.414(c)–2. A plan may provide with respect to a deferral of compensation under the plan that in applying sections 1563(a)(1), (2), and (3) for purposes of determining a controlled group of corporations under section 414(b), another defined percentage greater than 50 percent, but not greater than 80 percent, is used instead of "at least 80 percent" at each place it appears in sections 1563(a)(1), (2), and (3), and in applying § 1.414(c)–2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of section 414(c), another defined percentage greater than 50 percent, but not greater than 80 percent, is used instead of "at least 80 percent" at each place it appears in § 1.414(c)–2. In addition, where the use of such definition of service recipient for purposes of determining a separation from service is based upon legitimate business criteria, the plan may provide that for purposes of a deferral of compensation under the plan that in applying sections 1563(a)(1), (2), and (3) for purposes of determining a controlled group of corporations under section 414(b), the language "at least 20 percent" or another defined percentage not less than 20 percent but not greater than 50 percent is used instead of "at least 80 percent" at each place it appears in sections 1563(a)(1), (2), and (3), and in applying § 1.414(c)–2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of section 414(c), the language "at least 20 percent" or another defined percentage not less than 20 percent but not greater than 50 percent is used instead of "at least 80 percent" at each place it appears in § 1.414(c)–2. Where a definition of service recipient or employer other than the definition provided in the first sentence of this paragraph (h)(3) (the 50 percent standard) is used, the plan must designate in writing the alternate definition no later than the last date at which the time and form of payment of the applicable amount deferred must be elected in accordance with § 1.409A–2(a), and any change in the definition for such amounts deferred will constitute a change in the time and form of payment subject to the rules governing subsequent deferral elections under § 1.409A–2(b) and the acceleration of payments under § 1.409A–3(j).

(4) Asset purchase transactions. Where as part of a sale or other disposition of assets by one service recipient (seller) to an unrelated service recipient (buyer), a service provider of the seller would otherwise experience a separation from service with the seller, the seller and the buyer may retain the discretion to specify, and may specify, whether a service provider providing services to the seller immediately before the asset purchase transaction and providing services to the buyer after and in connection with the asset purchase transaction has experienced a separation from service for purposes of this paragraph (h), provided that the asset purchase transaction results from bona fide, arm's length negotiations, all service providers providing services to the seller immediately before the asset purchase transaction and providing services to the buyer after and in connection with the asset purchase transaction are treated consistently (regardless of position at the seller) for purposes of applying the provisions of any nonqualified deferred compensation plan, and such treatment is specified in writing no later than the closing date of the asset purchase transaction. For purposes of this paragraph (h)(4), references to a sale or other disposition of assets, or an asset purchase transaction, refer only to a transfer of substantial assets, such as a plant or division or substantially all the assets of a trade or business. For purposes of this paragraph (h)(4), whether a service recipient is related to another service recipient is determined under the rules provided in paragraph (f)(2)(ii) of this section.

(5) Dual status. If a service provider provides services both as an employee of a service recipient and as an independent contractor of a service recipient, the service provider must separate from service both as an employee and as an independent contractor to be treated as having separated from service. If a service provider ceases providing services as an independent contractor and begins providing services as an employee, or ceases providing services as an employee and begins providing services as an independent contractor, the service provider will not be considered to have a separation from service until the service provider has ceased providing services in both capacities. Notwithstanding the foregoing, if a service provider provides services both as an employee of a service recipient and a member of the board of directors of a corporate service recipient (or an analogous position with respect to a non-corporate service recipient), the services provided as a director

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are not taken into account in determining whether the service provider has a separation from service as an employee for purposes of a nonqualified deferred compensation plan in which the service provider participates as an employee that is not aggregated with any plan in which the service provider participates as a director under paragraph (c)(2)(ii) of this section. In addition, if a service provider provides services both as an employee of a service recipient and a member of the board of directors of a corporate service recipient (or an analogous position with respect to a non-corporate service recipient), the services provided as an employee are not taken into account in determining whether the service provider has a separation from service as a director for purposes of a nonqualified deferred compensation plan in which the service provider participates as a director that is not aggregated with any plan in which the service provider participates as an employee under paragraph (c)(2)(ii) of this section.

(6) Collectively bargained plans covering multiple employers. Notwithstanding the foregoing provisions of this paragraph (h), to the extent a plan is established pursuant to a bona fide collective bargaining agreement covering services performed by employees for multiple employers, such plan may define a separation from service in a reasonable manner that treats the employee as not having separated from service during periods in which the employee is not providing services but is available to perform services covered by the collective bargaining agreement for one or more employers, provided that the definition also provides that the employee must be deemed to have separated from service at a specified date not later than the end of any period of at least 12 consecutive months during which the employee has not provided any services covered by the collective bargaining agreement to any participating employer. This paragraph (h)(6) applies only if the definition of separation from service provided by the collective bargaining agreement was the subject of arm's length negotiations between employee representatives and two or more employers, the agreement between employee representatives and such employers satisfies section 7701(a)(46), and the circumstances surrounding the agreement evidence good faith bargaining between adverse parties over such definition.

(i) Specified employee—(1) In general. The term specified employee means a service provider who, as of the date of the service provider's separation from service, is a key employee of a service recipient any stock of which is publicly traded on an established securities market or otherwise. For purposes of this paragraph (i)(1), a service provider is a key employee if the service provider meets the requirements of section 416(i)(1)(A)(i), (ii), or (iii) (applied in accordance with the regulations thereunder and disregarding section 416(i)(5)) at any time during the 12–month period ending on a specified employee identification date. If a service provider is a key employee as of a specified employee identification date, the service provider is treated as a key employee for purposes of this paragraph (i) for the entire 12–month period beginning on the specified employee effective date.

(2) Definition of compensation. For purposes of identifying a specified employee by applying the requirements of section 416(i)(1)(A)(i), (ii), and (iii), the definition of compensation under § 1.415(c)–2(a) is used, applied as if the service recipient were not using any safe harbor provided in § 1.415(c)–2(d), were not using any of the elective special timing rules provided in § 1.415(c)–2(e), and were not using any of the elective special rules provided in § 1.415(c)–2(g). Notwithstanding the foregoing, a service recipient may elect to use any available definition of compensation under section 415 and the regulations thereunder in accordance with the election requirements set forth in paragraph (i)(8) of this section, including any available safe harbor and any available election under the timing rules or special rules, provided that the definition is applied consistently to all employees of the service recipient for purposes of identifying specified employees. A service recipient may elect to use such an alternative definition regardless of whether another definition of compensation is being used for purposes of a qualified plan sponsored by the service recipient. However, once a list of specified employees has become effective, the service recipient cannot change the definition of compensation for purposes of identifying specified employees for the period with respect to which such list is effective.

(3) Specified employee identification date. Unless another date is designated in accordance with the requirements of this paragraph (i)(3) and paragraph (i)(8) of this section, the specified employee identification date is December 31. A

service recipient may designate in accordance with the requirements of paragraph (i)(8) of this section any other date as the specified employee identification date, provided that a service recipient must use the same specified employee identification date with respect to all nonqualified deferred compensation plans, and any change to the specified employee identification date may not be effective for a period of at least 12 months. The service recipient may designate a specified employee identification date in each plan or in a separate document applicable to all plans, provided that the service recipient will not be treated as having designated a specified employee identification date before the designation is legally binding on the service recipient and all affected service providers. Any designation of a specified employee identification date made on or before December 31, 2007, may be applied to any separation from service occurring on or after January 1, 2005, unless and until subsequently changed pursuant to this paragraph (i)(3).

(4) Specified employee effective date. Unless another date is designated in accordance with the requirements of this paragraph (i)(4) and paragraph (i)(8) of this section, the specified employee effective date is the first day of the fourth month following the specified employee identification date. A service recipient may designate in accordance with the requirements of paragraph (i)(8) of this section any date following the specified employee identification date as the specified employee effective date, provided that such date may not be later than the first day of the fourth month following the specified employee identification date, and provided further that a service recipient must use the same specified employee effective date with respect to all nonqualified deferred compensation plans, and any change to the specified employee effective date may not be effective for a period of at least 12 months. The service recipient may designate a specified employee effective date through inclusion in each plan document or through a separate document applicable to all plans, provided that the service recipient will not be treated as having designated a specified employee effective date on any date before the designation is legally binding on the service recipient and all affected service providers. Any designation of a specified employee effective date made on or before December 31, 2007, may be applied to any separation from service occurring on or after January 1, 2005, unless and until subsequently changed pursuant to this paragraph (i)(4).

(5) Alternative methods of satisfying the six-month delay rule. A plan may provide, in accordance with the requirements of paragraph (i)(8) of this section, for an alternative method to identify service providers who will be subject to the six-month delay rule provided in section 409A(a)(2)(B)(i), provided that the alternative method is reasonably designed to include all specified employees (determined without respect to any available service recipient elections), the alternative method is an objectively determinable standard providing no direct or indirect election to any service provider regarding its application, and the alternative method results in either all service providers or no more than 200 service providers being identified in the class as of any date. Use of such an alternative method will not be treated as a change in the time and form of payment for purposes of § 1.409A–2(b) (the subsequent deferral rules), even if the service provider is not a specified employee when the payment is delayed.

(6) Corporate transactions—(i) Mergers and acquisitions of public service recipients. If as a result of a corporate transaction, two or more separate service recipients, more than one of which has stock outstanding that is publicly traded on an established securities market or otherwise immediately before the transaction, become one service recipient, any stock of which is publicly traded on an established securities market or otherwise immediately after the transaction (resulting public service recipient), the resulting public service recipient's next specified employee identification date and specified employee effective date following the corporate transaction are the specified employee identification date and specified employee effective date that the acquiring service recipient would have been required to use absent such transaction. For this purpose, in the case of a corporate merger, the acquiring service recipient is the service recipient that included the surviving corporation in such merger, in the case of an acquisition by a corporation of the stock of another corporation, the acquiring service recipient is the service recipient that included the corporation that acquired such stock, and in all other cases, the surviving service recipient is determined on the basis of all of the facts and circumstances. For the period between the transaction and the next specified employee effective date, the list of specified employees of the resulting public service recipient is determined by combining the lists of specified employees of all service recipients participating in the transaction

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that were in effect at the date of the corporate transaction, ranking such specified employees in order of the amount of compensation used to determine each specified employee's status as a specified employee, and treating the top 50 of such specified employees, plus any employees described in section 416(i)(1)(ii) or section 416(i)(1)(iii) and the regulations thereunder (relating to 1–percent and 5–percent owners) who are not included in such top 50 specified employees, as specified employees for the period between the corporate transaction and the next specified employee effective date. Alternatively, the resulting service recipient may elect in accordance with the requirements of paragraph (i)(8) of this section to use any reasonable method to determine the specified employees of the resulting service recipient, including the use of an alternative method of compliance described in paragraph (i)(5) of this section, provided that such method is adopted no later than 90 days after the corporate transaction and applied prospectively from the date the method is adopted.

(ii) Mergers and acquisitions of nonpublic service recipients. If as part of a corporate transaction a service recipient that does not have outstanding stock that is publicly traded on an established securities market or otherwise immediately before the transaction (initial private service recipient), and a service recipient with stock outstanding that is publicly traded on an established securities market or otherwise immediately before the transaction (initial public service recipient), become a single service recipient having stock that is publicly traded on an established securities market or otherwise immediately after the transaction (resulting public service recipient), the resulting public service recipient's next specified employee identification date and specified employee effective date following the corporate transaction are the specified employee identification date and specified employee effective date that the initial public service recipient would have been required to use absent such transaction. For the period after the date of the corporate transaction and before the next specified employee effective date, the specified employees of the initial public service recipient immediately before the transaction continue to be the specified employees of the resulting public service recipient, and no service providers of the initial private service recipient are required to be treated as specified employees.

(iii) Spinoffs. If as part of a corporate transaction, a service recipient with stock outstanding that is publicly traded on an established securities market or otherwise immediately before the transaction (initial public service recipient), becomes two or more separate service recipients, each with stock outstanding that is publicly traded on an established securities market or otherwise immediately after the transaction (post-transaction public service recipients), the next specified employee identification date of each of the post-transaction public service recipients is the specified employee identification date that the initial public service recipient would have been required to use absent such transaction. For the period after the date of the corporate transaction and before the next specified employee effective date, the specified employees of the initial public service recipient immediately before the transaction continue to be the specified employees of the post-transaction public service recipients.

(iv) Public offerings and other corporate transactions. If as part of an initial public offering or corporate transaction not described in paragraph (i)(6)(ii) or (iii) of this section, a service recipient with no outstanding stock that is publicly traded on an established securities market or otherwise immediately before such offering or other transaction (initial private service recipient), becomes one or more service recipients with stock outstanding that is publicly traded on an established securities market or otherwise immediately after such offering or other transaction (post-transaction public service recipient), each post-transaction public service recipient has a specified employee identification date of December 31 and a specified employee effective date of April 1, effective retroactively to the December 31 and April 1 next preceding the offering or other transaction for purposes of identifying the specified employees between the corporation transaction and the next December 31. Alternatively, a post-transaction public service recipient may elect in accordance with the requirements of paragraph (i)(8) of this section, a specified employee identification date and specified employee effective date on or before the date of the offering or other transaction. If a public service recipient makes such an election, for the period after the offering or other transaction and before the next specified employee effective date, the specified employees of the post-transaction public service recipient consist of the service providers that at the time of the offering or other transaction would have been classified as specified employees of the initial private service recipient, had the initial private service

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recipient elected the same specified employee identification date and specified employee effective date as selected by the post-transaction public service recipient, and had such initial private service recipient had stock publicly traded on an established securities market or otherwise as of the specified employee identification date preceding the transaction.

(v) Alternative methods of compliance. For purposes of this paragraph (i)(6), references to specified employees as of a corporate transaction or offering include any specified employees identified through the use of an alternative method described in paragraph (i)(5) of this section, where the use of such alternative method was established and effective at the time of the corporate transaction or offering.

(7) Nonresident alien employees. For purposes of determining whether an employee meets the requirements of section 416(i)(1)(A)(i), (ii), or (iii) (applied in accordance with the regulations thereunder and disregarding section 416(i)(5)), and therefore is a key employee, the incorporation of the rules of § 1.415(c)–2(g)(5) regarding the definition of compensation applies. Accordingly, the rule of § 1.415(c)–2(g)(5)(i), generally requiring the treatment as compensation of certain compensation excludible from an employee's gross income due to the location of the services or the identity of the employer, applies. In addition, a service recipient may elect in accordance with paragraph (i)(8) of this section to apply the rule of § 1.415(c)–2(g)(5)(ii) to not treat as compensation certain compensation excludible from an employee's gross income on account of the location of the services or the identity of the employer that is not effectively connected with the conduct of a trade or business within the United States. A service recipient may elect to apply the rule of § 1.415–2(g)(5)(ii) regardless of whether the service recipient has elected to apply the rule to a qualified plan sponsored by the service recipient; however, once a list of specified employees has become effective, any election of the rule for that period may not be changed. Notwithstanding the foregoing, any election of the rule made before January 1, 2008, may be effective with respect to any specified employee identification date on or before December 31, 2007.

(8) Elections affecting the identification of specified employees. The elections described in paragraphs (i)(2) through (7) of this section are effective only as of the date that all necessary corporate action has been taken to make such elections binding for purposes of all affected nonqualified deferred compensation plans in which the service providers of the service recipient that would become a specified employee due to the application of such election participate. Where a taxpayer attempts to make an election under paragraph (i)(2), (3), (4), (5), (6), or (7) of this section but such election is not binding on all the affected nonqualified deferred compensation plans and applied consistently to all such service providers, the election is not effective and the rule under paragraph (i)(2), (3), (4), (5), (6), or (7) of this section, as applicable, that would apply absent an election is applicable for identifying specified employees.

(j) Nonresident alien. (1) Except as provided in paragraph (j)(2) of this section, the term nonresident alien means an individual who is—

(i) A nonresident alien within the meaning of section 7701(b)(1)(B); or

(ii) A dual resident taxpayer within the meaning of § 301.7701(b)–7(a)(1) of this chapter with respect to any taxable year in which such individual is treated as a nonresident alien for purposes of computing the individual's U.S. income tax liability.

(2) The term nonresident alien does not include—

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(i) A nonresident alien with respect to whom an election is in effect for the taxable year under section 6013(g) to be treated as a resident of the United States;

(ii) A former citizen or long-term resident (within the meaning of section 877(e)(2)) who expatriated after June 3, 2004, and has not complied with the requirements of section 7701(n); or

(iii) An individual who is treated as a citizen or resident of the United States for the taxable year under section 877(g).

(k) Established securities market. The term established securities market means an established securities market within the meaning of § 1.897–1(m).

(l) Stock right. The term stock right means a stock option (other than an incentive stock option described in section 422 or an option granted pursuant to an employee stock purchase plan described in section 423) or a stock appreciation right.

(m) Separation pay plan. The term separation pay plan means any plan that provides separation pay or, where a plan provides both amounts that are separation pay and that are not separation pay, that portion of the plan that provides separation pay. The term separation pay means any deferral of compensation (before the application of the exclusions from the definition of a deferral of compensation set forth in paragraph (b)(9) of this section) that will not be paid under any circumstances unless the service provider has had a separation from service, whether voluntary or involuntary, including payments in the form of reimbursements of expenses incurred, and the provision of in-kind benefits. A deferral of compensation that the service provider may receive without a separation from service does not become separation pay merely because the service provider elects to receive or receives the payment after or upon a separation from service. A deferral of compensation does not fail to be separation pay merely because the payment is conditioned upon the execution of a release of claims, noncompetition or nondisclosure provisions, or other similar requirements. Notwithstanding the foregoing, any amount, or entitlement to any amount, that acts as a substitute for, or replacement of, amounts deferred by the service recipient under a nonqualified deferred compensation plan constitutes a payment of compensation or deferral of compensation under such nonqualified deferred compensation plan.

(n) Involuntary separation from service—(1) In general. An involuntary separation from service means a separation from service due to the independent exercise of the unilateral authority of the service recipient to terminate the service provider's services, other than due to the service provider's implicit or explicit request, where the service provider was willing and able to continue performing services. An involuntary separation from service may include the service recipient's failure to renew a contract at the time such contract expires, provided that the service provider was willing and able to execute a new contract providing terms and conditions substantially similar to those in the expiring contract and to continue providing such services. The determination of whether a separation from service is involuntary is based on all the facts and circumstances. Any characterization of the separation from service as voluntary or involuntary by the service provider and the service recipient in the documentation of the separation from service is presumed to properly characterize the nature of the separation from service. However, the presumption may be rebutted where the facts and circumstances indicate otherwise. For example, if a separation from service is designated as a voluntary separation from service or resignation, but the facts and circumstances indicate that absent such voluntary separation from service the service recipient would have terminated the service provider's services, and that the service provider had knowledge that the service provider would be so terminated, the separation from service is involuntary.

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(2) Separations from service for good reason—(i) In general. Notwithstanding paragraph (n)(1) of this section, a service provider's voluntary separation from service will be treated for purposes of this section and §§ 1.409A–2 through 1.409A–6 as an involuntary separation from service if the separation from service occurs under certain limited bona fide conditions, where the avoidance of the requirements of section 409A is not a purpose of the inclusion of these conditions in the plan or of the actions by the service recipient in connection with the satisfaction of these conditions, and a voluntary separation from service under such conditions effectively constitutes an involuntary separation from service. Generally such conditions will be prespecified under an agreement to provide compensation upon a separation from service for good reason. Such a good reason (or a similar condition) must be defined to require actions taken by the service recipient resulting in a material negative change to the service provider in the service relationship, such as the duties to be performed, the conditions under which such duties are to be performed, or the compensation to be received for performing such services. Other factors taken into account in determining whether a separation from service for good reason effectively constitutes an involuntary separation from service include the extent to which the payments upon a separation from service for good reason are in the same amount and are to be made at the same time and in the same form as payments available upon an actual involuntary separation from service, and whether the service provider is required to give the service recipient notice of the existence of the condition that would result in treatment as a separation from service for good reason and a reasonable opportunity to remedy the condition.

(ii) Safe harbor. For purposes of this section and §§ 1.409A–2 through 1.409A–6, if a plan provides that a voluntary separation from service will be treated as an involuntary separation from service if the separation from service occurs under certain express conditions, a separation from service satisfying the conditions set forth in the plan will be treated as an involuntary separation from the service if the necessary conditions (or set of conditions) require the following:

(A) The separation from service must occur during a pre-determined limited period of time not to exceed two years following the initial existence of one or more of the following conditions arising without the consent of the service provider:

(1) A material diminution in the service provider's base compensation.

(2) A material diminution in the service provider's authority, duties, or responsibilities.

(3) A material diminution in the authority, duties, or responsibilities of the supervisor to whom the service provider is required to report, including a requirement that a service provider report to a corporate officer or employee instead of reporting directly to the board of directors of a corporation (or similar governing body with respect to an entity other than a corporation).

(4) A material diminution in the budget over which the service provider retains authority.

(5) A material change in the geographic location at which the service provider must perform the services.

(6) Any other action or inaction that constitutes a material breach by the service recipient of the agreement under which the service provider provides services.

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(B) The amount, time, and form of payment upon the separation from service must be substantially identical to the amount, time and form of payment payable due to an actual involuntary separation from service, to the extent such a right exists.

(C) The service provider must be required to provide notice to the service recipient of the existence of the condition described in paragraph (n)(2)(ii)(A) of this section within a period not to exceed 90 days of the initial existence of the condition, upon the notice of which the service recipient must be provided a period of at least 30 days during which it may remedy the condition and not be required to pay the amount.

(3) Special rule for certain collectively bargained plans. Notwithstanding the foregoing, for purposes of this paragraph (n), to the extent a plan is subject to a bona fide collective bargaining agreement covering services performed for multiple employers under which an employee must separate from service with all such employers in order to receive a payment, such plan may use any reasonable definition of involuntary separation from service, provided that such definition is consistent with any definition of a separation from service adopted under paragraph (h)(6) of this section, and provided further that the definition of an involuntary separation from service provided by the collective bargaining agreement was the subject of arm's length negotiations between employee representatives and two or more employers, the agreement between employee representatives and such employers satisfies section 7701(a)(46), and the circumstances surrounding the agreement evidence good faith bargaining between adverse parties over such definition.

(o) Earnings. Whether a deferred amount constitutes earnings on an amount deferred, or actual or notional income attributable to an amount deferred, is determined under the principles defining income attributable to the amount taken into account under § 31.3121(v)(2)–1(d)(2) of this chapter. Accordingly, with respect to an account balance plan, earnings on an amount deferred generally include an amount credited on behalf of a service provider under the terms of the plan that reflects a rate of return that does not exceed either the rate of return on a predetermined actual investment or, if the income does not reflect the rate of return on a predetermined actual investment, a reasonable rate of interest. With respect to nonaccount balance plans, earnings on an amount deferred generally include an increase, due solely to the passage of time, in the present value of the future payments to which the service provider has obtained a legally binding right, the present value of which constituted the amount deferred (determined as of the date such amount was deferred), but only if the amount deferred was determined using reasonable actuarial assumptions and methods. A right to earnings on an amount deferred generally is treated as a right to a deferral of compensation for purposes of this section and §§ 1.409A–2 through 1.409A–6. However, for purposes of any provision of this section and §§ 1.409A–2 through 1.409A–6 referring to earnings on deferred compensation (or similar terms), the use of an unreasonable rate of return, or unreasonable actuarial assumptions and methods, generally will result in the treatment of some or all of such a right to deferred compensation as a right only to deferred compensation, and not a right to earnings on deferred compensation, so that the provision will not be applicable. With respect to plans that are neither account balance plans nor nonaccount balance plans, these rules apply by analogy.

(p) In-kind benefits. The term in-kind benefits refers to services provided to or on behalf of a service provider, such as financial planning services, or tangible personal or real property made available for use by or on behalf of the service provider, such as the use of an aircraft or vehicle, and does not refer to a transfer of property within the meaning of section 83 and the regulations thereunder, or a promise to transfer, or an option to purchase or receive, property in the future.

(q) Application of definitions and rules. The definitions and rules set forth in paragraphs (a) through (p) of this section apply for purposes of section 409A, this section, and §§ 1.409A–2 through 1.409A–6.

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Credits

[T.D. 9321, 72 FR 19276, 19278, April 17, 2007; 72 FR 41620, July 31, 2007]

SOURCE: T.D. 6500, 25 FR 11402, Nov. 26, 1960; 25 FR 14021, Dec. 31, 1960, unless otherwise noted.

Current through Jan. 8, 2024, 89 FR 891. Some sections may be more current. See credits for details.

Footnotes

1 So in original; probably should read "§ 31.3121(v)(2)–1(c)(1)(iii)(B).

1 So in original; probably should read "§ 31.3121(v)(2)–1(c)(1)(iii)(B).

End of Document

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O4

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O4
2023-2128

BULK ITEM: Yes

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval to advertise a public hearing regarding adoption of an ordinance establishing new section 4-82 of the Monroe County Code governing animals at Key West International Airport.

ITEM BACKGROUND:
Airport staff, with the aid of the Kaplan, Kirsch and Rockwell law firm, recently completed the drafting of a comprehensive set of rules and regulations for Key West International Airport (EYW) which are being placed before the BOCC for adoption. The rules and regulations contains a section which addresses animals at EYW prompting the need to amend the Monroe County Code (MCC) in order to conform the MCC with the rules and regulations.

PREVIOUS RELEVANT BOCC ACTION:
None

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approve

DOCUMENTATION:

Ordinance 4-82 - Animals at EYW v2.docx
Business Impact Estimate_Ord 4-82-Animals at EYW.docx

FINANCIAL IMPACT:

N/A

ORDINANCE -2024

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ESTABLISHING SECTION 4-82 OF THE MONROE COUNTY CODE; SETTING FORTH REGULATIONS FOR ANIMALS AT THE KEY WEST INTERNATIONAL AIRPORT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Monroe County Board of County Commissioners (BOCC) promulgated Rules and Regulations for the Key West International Airport (EYW) at the regularly scheduled February 21, 2024 board meeting; and

WHEREAS, the BOCC desires to codify the section of the Rules and Regulations which sets forth the regulations for animals at EYW.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

SECTION 1: Section 4-82 is established to read as follows:

Sec. 4-82. – Animals at Key West International Airport.

a. No Person may bring an animal into the Airport except:

1. An animal to be or that has been transported by air. Animals being transported must be properly confined before entering the Passenger Terminal Complex and/or must be restrained in a traveling container;

2. A service animal recognized as such by federal or Florida law;

3. An animal which remains inside a Motor Vehicle at all times;

4. An animal used for law-enforcement, rescue, or wildlife-management purposes; or

5. Animals otherwise authorized by the Airport Director to come onto the Airport for a special event.

b. Any Person who brings an animal onto the Airport or has possession of an animal thereon shall handle such animal in compliance with all Applicable Laws pertinent to animal welfare.

c. All animals permitted by this section 4-82 must be restrained by a leash or confined and completely under control.

d. No Person other than those authorized by the Airport Director may hunt, pursue, trap, catch, injure or kill any animal on the Airport.

e. No Person may feed or do any other act to encourage the congregation of birds or other animals on the Airport.

f. No Person may permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate on the AOA, in parking garage(s), on sidewalks of the Airport, within any Airport building or in any other area at the Airport, except within Pines Park, the Missile Site, and any other designated animal relief areas. Any solid waste deposited by any animal in any area of the Airport shall be immediately collected by the Person having custody or control of such animal. Any Person having custody or control of an animal on the Airport shall be equipped to collect such animal's solid waste when deposited.

g. Any Person whose animal displays aggression shall immediately remove it from the Airport, except with respect to animals acting in the course of law-enforcement or wildlife-management activities permitted by the Rules and Regulations.

SECTION 2: SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 3: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 4: INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 5: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of State and shall be effective as provided in section 125.66(2), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____ day of _____, 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
As Deputy Clerk

By_____
Mayor/Chairperson

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: March 20, 2024

Proposed Ordinance Title/Reference: Ordinance establishing regulations for animals at Key West International Airport (EYW)

The Proposed Ordinance ☒ does ☐ does not fall under one of the following enumerated exceptions:[2]

☒ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served: EYW has experienced substantial growth since the adoption of prior regulations and ordinances that apply to EYW. It is necessary to amend the rules and regulations and the related implementing ordinances which are applicable to EYW to promote the safe, secure, efficient, and economically beneficial operation of EYW in light of the growth and development of aeronautical operations at EYW.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: This ordinance is not intended to impact any businesses in Monroe County.

b. New Charges/Fees on Businesses Impacted: There are no new charges or fees included in this ordinance.

c. Estimate of Regulatory Costs: This ordinance is not intended to impact any businesses in Monroe County.

Good Faith Estimate of Number of Businesses Likely Impacted: Monroe County staff estimates that businesses are not likely to be impacted by this ordinance.

Any Additional Information: The ordinance implements the rules and regulations for the management, governance, and use of EYW.

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.
[2] F.S. 125.66(3)(c)(2023)

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O5
2023-2130

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval to advertise a public hearing regarding adoption of an ordinance amending section 5-21 of the Monroe County Code governing aircraft parking at Key West International Airport.

ITEM BACKGROUND:
Airport staff, with the aid of the Kaplan, Kirsch and Rockwell law firm, recently completed the drafting of a comprehensive set of rules and regulations for Key West International Airport (EYW) which are being placed before the BOCC for adoption. The rules and regulations contains a section which addresses aircraft parking at EYW prompting the need to amend the Monroe County Code (MCC) in order to conform the MCC with the rules and regulations.

PREVIOUS RELEVANT BOCC ACTION:
None

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approve

DOCUMENTATION:

Business Impact Estimate_Ord 5-21-Aircraft Parking.docx
Ordinance 5-21 Aircraft parking amendment.docx

FINANCIAL IMPACT:

N/A

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: March 20, 2024

Proposed Ordinance Title/Reference: Ordinance governing aircraft parking at Key West International Airport (EYW)

The Proposed Ordinance ☒ does ☐ does not fall under one of the following enumerated exceptions:[2]

☒ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served: EYW has experienced substantial growth since the adoption of prior regulations and ordinances that apply to EYW. It is necessary to amend the rules and regulations and the related implementing ordinances which are applicable to EYW to promote the safe, secure, efficient, and economically beneficial operation of EYW in light of the growth and development of aeronautical operations at EYW.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: This ordinance is not intended to have a financial impact on any businesses in Monroe County.

b. New Charges/Fees on Businesses Impacted: There are no new charges or fees included in this ordinance.

c. Estimate of Regulatory Costs: This ordinance is not intended to financially impact any businesses in Monroe County.

Good Faith Estimate of Number of Businesses Likely Impacted: Monroe County staff estimates that businesses are not likely to be financially impacted by this ordinance as the ordinance amends rules regarding aircraft parking.

Any Additional Information: The ordinance implements the rules and regulations for the management, governance, and use of EYW.

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.
[2] F.S. 125.66(3)(c)(2023)

ORDINANCE -2024

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING SECTION 5-21 OF THE MONROE COUNTY CODE; AMENDING WHERE AIRCRAFT CAN BE LEGALLY PARKED; REGULATING THE USE OF AIRPORT APRONS; REQUIRING UNATTENDED AIRCRAFT BE PROPERLY SECURED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Monroe County Board of County Commissioners (BOCC) promulgated Rules and Regulations for the Key West International Airport (EYW) at the regularly scheduled February 21, 2024 board meeting; and

WHEREAS, the BOCC desires to codify the section of the Rules and Regulations which regulate aircraft parking at EYW.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

[Proposed Text Changes are presented in strikethrough to indicate deletions and underline to indicate additions.]

SECTION 1: Section 5-21 Aircraft Parking shall be amended to read as follows:

Sec. 5-21. - Aircraft parking.

(a) ~~No aircraft shall be parked north of the runway or in the clear zone areas as shown on the appropriate airport layout plan, dated October 1986~~ No person may park an aircraft in any area on the airport except those designated, and in the manner prescribed, by the Airport Director.

(b) ~~No parking in the runway safety zone or to 250 degrees north parallel to the runway centerline is allowed unless specific written authorization has been received by the owner or user of the aircraft from the director of airports or his duly designated representative~~ Each person operating an aircraft on the airport shall use aprons only as assigned and consistent with any Operating Directive governing such use.

(c) No aircraft operator may leave his or her aircraft unattended on the airport except in a hangar or otherwise in an adequately secured manner.

(d) All illegally parked aircraft shall be removed from improper parking locations at the direction of the director of airports or his duly designated representative at owner's expense or user's expense at his sole risk.

SECTION 2: SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 3: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 4: INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 5: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of State and shall be effective as provided in section 125.66(2), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____ day of _____, 2024.

Mayor Holly Merrill Raschein _____
Mayor Pro Tem James K. Scholl _____
Commissioner Craig Cates _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____

(SEAL)
Attest: KEVIN MADOK, Clerk

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairperson

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O6
2023-2131

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval to advertise a public hearing regarding an ordinance amending section 5-22 of the Monroe County Code governing aircraft runups at Key West International Airport.

ITEM BACKGROUND:
Airport staff, with the aid of the Kaplan, Kirsch and Rockwell law firm, recently completed the drafting of a comprehensive set of rules and regulations for Key West International Airport (EYW) which are being placed before the BOCC for adoption. The rules and regulations contains a section which addresses aircraft runups at EYW prompting the need to amend the Monroe County Code (MCC) in order to conform the MCC with the rules and regulations.

PREVIOUS RELEVANT BOCC ACTION:
None

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approve

DOCUMENTATION:

Ordinance 5-22 Aircraft runups amendment v2.docx
Business Impact Estimate_Ord 5-22-Aircraft Runups.docx

FINANCIAL IMPACT:

N/A

ORDINANCE -2024

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING SECTION 5-22 OF THE MONROE COUNTY CODE; AMENDING WHERE AIRCRAFT RUNUPS CAN BE CONDUCTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Monroe County Board of County Commissioners (BOCC) promulgated Rules and Regulations for the Key West International Airport (EYW) at the regularly scheduled February 21, 2024 board meeting; and

WHEREAS, the BOCC desires to codify the section of the Rules and Regulations which regulate aircraft runups at EYW.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

[Proposed Text Changes are presented in strikethrough to indicate deletions and underline to indicate additions.]

SECTION 1: Section 5-22 Aircraft runups shall be amended to read as follows:

Sec. 5-22. - Aircraft runups.

~~All aircraft runups shall be made only at the ends of the parallel taxiway or near the runway ends behind the holding line markings so long as the same shall not interfere with operation of other aircraft in and about either airport~~ No Person shall conduct an engine run-up for any purpose other than preflight except in those areas, and during those hours, prescribed by an Operating Directive.

SECTION 2: SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 3: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 4: INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 5: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of State and shall be effective as provided in section 125.66(2), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____ day of _____, 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairperson

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: March 20, 2024

Proposed Ordinance Title/Reference: Ordinance governing aircraft runups at Key West International Airport (EYW)

The Proposed Ordinance ☒ does ☐ does not fall under one of the following enumerated exceptions:[2]

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served: EYW has experienced substantial growth since the adoption of prior regulations and ordinances that apply to EYW. It is necessary to amend the rules and regulations and the related implementing ordinances which are applicable to EYW to promote the safe, secure, efficient, and economically beneficial operation of EYW in light of the growth and development of aeronautical operations at EYW.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: This ordinance is not intended to have a financial impact on any businesses in Monroe County.

b. New Charges/Fees on Businesses Impacted: There are no new charges or fees included in this ordinance.

c. Estimate of Regulatory Costs: This ordinance is not intended to financially impact any businesses in Monroe County.

Good Faith Estimate of Number of Businesses Likely Impacted: Monroe County staff estimates that businesses are not likely to be financially impacted by this ordinance as the ordinance amends rules regarding aircraft runups.

Any Additional Information: The ordinance implements the rules and regulations for the management, governance, and use of EYW.

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.
[2] F.S. 125.66(3)(c)(2023)

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O7
2023-2134

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
No

STAFF CONTACT: Cynthia Hall

AGENDA ITEM WORDING: Approval of resolution appointing Kevin G. Wilson as Acting County Administrator; delegating authorities to Acting County Administrator; providing for severability; and providing for an effective date.

ITEM BACKGROUND:
F.S. 125.73 states that a board of county commissioners may appoint an acting administrator in the case of vacancy of the county administrator. Current County Administrator Roman Gastesi has announced his desire to resign and retire effective Feb. 23, 2024. If the resignation is accepted, an Acting County Administrator must be appointed to serve as the administrative head of the County until a successor is appointed.

This resolution, if approved, would appoint Assistant County Administrator Kevin G. Wilson to serve as Acting County Administrator, effective 5 pm on Feb. 23, 2024. An employment contract would be brought back for BOCC approval at a later date.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Resolution ____-2024, appointment of KGW as Acting County Administrator and delegation of

authority.pdf

FINANCIAL IMPACT:
TBD

RESOLUTION NO. ___-2024

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING COUNTY ADMINISTRATION; APPOINTING KEVIN G. WILSON AS THE ACTING COUNTY ADMINISTRATOR; DELEGATING AUTHORITIES TO THE ACTING COUNTY ADMINISTRATOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part III of Chapter 125 of the Florida Statutes, known as the County Administration Law (the "Act'), expressly adopted by the Monroe County Board of County Commissioners in Section 2-58 of the Monroe County Code of Ordinances (the "Code"), applies to all non-charter counties within the State of Florida; and

WHEREAS, Section 125.73(1) of the Act states that all counties shall appoint a county administrator, who shall be the administrative head of the county; and

WHEREAS, Roman Gastesi, the current County Administrator, has announced his desire to resign and retire on February 23, 2024; and

WHEREAS, F.S. 125.73(4) states that the Board of County Commissioners may appoint an acting administrator in the case of vacancy of the county administrator until a successor has been appointed and qualified or the administrator returns; and

WHEREAS, F.S. 125.73(2) states that a county administrator shall be qualified by administrative and executive experience and ability to serve as the chief administrator of the county; and

WHEREAS, Assistant County Administrator Kevin G. Wilson meets the requirements of F.S. 125.73(2) and is qualified to serve as the Acting County Administrator; and

WHEREAS, pursuant to Section 125.73(4) of the Act, the Board wishes to appoint Kevin G. Wilson to serve as the Acting County Administrator, conditional upon the Board's acceptance of the resignation of Roman Gastesi; and

WHEREAS, the Board of County Commissioners wishes to provide for a delegation of authority in order to ensure that the Acting County Administrator has the necessary powers and authorities to serve in the capacity of Acting County Administrator; and

WHEREAS, Section 125.74 of the Act lists the power and duties that may be exercised by the county administrator; and

WHEREAS, in Section 2-58 of the Code, the Board specifies three additional powers and duties above and beyond those specified in the Act, namely: (a) on construction projects, the power to execute change orders up to $100,000 or 5% of the contract price with certain reporting requirements and to extend the substantial completion date; (b) to approve moving expenses for new employees and travel expenses for interviewees; and (c) to execute "small contracts;" and

WHEREAS, various County policies including but not limited to the Monroe County Purchasing Policy and the Monroe County Personnel Policies and Procedures Manual place additional responsibilities and grant additional authorities to the County Administrator; and

WHEREAS, the Board of County Commissioners wishes to ensure that all powers and authorities that would be accorded to the County Administrator through the Act, the Code, the Purchasing Policy, the Personnel Policies and Procedures Manual, and other Monroe County policies and procedures, are made equally available to the Acting County Administrator, through an express delegation of authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, AS FOLLOWS:

SECTION 1. FINDINGS. The findings contained in the recitals set forth above are true and correct.

SECTION 2. APPOINTMENT OF ASSISTANT COUNTY ADMINISTRATOR. Kevin G. Wilson is hereby appointed as the Acting County Administrator, subject to the following provisions.

A. Duration: The appointment of Kevin G. Wilson shall commence at 5:00 p.m. on February 23, 2024, and shall continue until the effective date of appointment of a replacement County Administrator by resolution of the Board.

B. Compensation: Compensation and other benefits shall be memorialized in an employment agreement, to be presented separately.

SECTION 3. AUTHORITY OF ACTING COUNTY ADMINISTRATOR.

A. Legal Authority. The Acting County Administrator shall have the authority to carry out all functions, powers and duties assigned to the position of County Administrator in the Act, the Code, the general laws of Florida, and other applicable legislation, including without limitation all other statutes, codes, the County's Comprehensive Plan, and all resolutions, policies and procedures of the County. All delegations of responsibility and authority to the County Administrator made by the Board apply equally to the Acting

County Administrator during the term of his appointment unless expressly modified or rescinded by the Board.

B. Administration: The Acting County Administrator shall carry out all functions otherwise assigned to the County Administrator under the Act and the Code necessary to serve as the administrative head of the County. Authorities delegated to the Acting County Administrator in order to accomplish this purpose include signatory authority for all contracts legally approved and entered into by the County pursuant to the Act, the Code, general laws of the State of Florida, and the County's Purchasing Policy.

SECTION 4. SEVERABILITY. If any section, sentence, clause or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 21st of February 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem James K. Scholl	_____
Commissioner Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Holly Merrill Raschein, Mayor

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 2-6-2024

Cynthia L. Hall

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: O8
2023-2167

BULK ITEM: Yes

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval of the 2nd amendment to the legal services agreement between Monroe County and Kaplan, Kirsch and Rockwell.

ITEM BACKGROUND:
The County entered into a legal services agreement with Kaplan, Kirsch and Rockwell, LLP (KKR) on April 15, 2020 (Original Agreement) for its legal expertise with regard to federal legal matters and federal requirements regarding federal grant assistance through the Federal Aviation Authority (FAA) for the development of new airport facilities. On September 20, 2023 the County entered into the first amendment to the Original Agreement which updated the list of approved timekeepers and the rates for those attorneys. Staff has no objection to KKR's latest request to update the list of timekeepers and their rates.

PREVIOUS RELEVANT BOCC ACTION:
Approved the original agreement for legal services at the April 15, 2020 BOCC meeting. Approved the 1st amendment to the Original Agreement at the September 20, 2023 BOCC meeting.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
This second amendment adds one additional timekeeper - Stephanie Pope and sets her hourly rate at $450.00 per hour. The amendment also raises the hourly rates for each of the previously approved attorneys/paralegals/timekeepers by $25/hour.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Kaplan Kirsch Rockwell- Attorney Agreement - 2nd amend Feb. 2024 stamped.pdf
2023 09 COI GL AL WC PL exp 7.1.24 signed.pdf

FINANCIAL IMPACT:
Total value is TBD
Source of funds is Airport Operating Fund 404

2ND AMENDMENT TO AGREEMENT BETWEEN MONROE COUNTY AND KAPLAN KIRSCH & ROCKWELL LLP

THIS 2ND AMENDMENT TO AGREEMENT, is made and entered into this 21st day of February 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ("COUNTY"), a political subdivision of the State of Florida whose address is 1100 Simonton Street, Key West, Florida 33040, and **KAPLAN KIRSCH & ROCKWELL LLP** ("ATTORNEY") regarding the retention of ATTORNEY by COUNTY to provide legal advice and services.

WHEREAS, on the 15th day of April 2020 the ATTORNEY entered into an agreement with the COUNTY (Original Agreement) in order to provide advice on aspects of federal law relating to rates and charges and development of new facilities at a federally obligated airport; and

WHEREAS, the Original Agreement between the parties specifies the names of authorized timekeepers; and

WHEREAS, the parties wish to amend the Original Agreement in order to update the names of authorized timekeepers and the hourly rates.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties amend the Original Agreement as follows:

SECTION 1. Article 6.3 of the Original Agreement is amended to read as follows:

6.3. Hourly Rates, and Changes to hourly rates
The ATTORNEY has agreed to rates as more fully set forth below:

Approved Timekeepers:

Name:	**Hourly Rate:**
D. Bannard	$575
E. Smith	$575
P. Kirsch	$575
S. Osit	$550
N. Clabbers	$520
S. Wilbanks	$450
S. Pope	$450
A. Gerchick	$420

With the written approval of the County Attorney, additional timekeepers may be utilized by the ATTORNEY and billed at the following rates:

Partners/Associates	$295-$795
Paralegals	$185

ATTORNEY will charge no more than the hourly rate quoted above throughout the duration of the matter, unless otherwise agreed in writing and approved by COUNTY in the same manner as Agreement. The hourly rate to be charged by the lawyers and paralegals are reviewed annually and should ATTORNEY determine that a rate adjustment is warranted for this engagement the COUNTY will be notified in advance of any change.

SECTION 2. All other provisions of the April 15, 2020 Original Agreement, which are not amended herein, shall remain in full force and effect.

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

(SEAL)
ATTEST: KEVIN MADOK

By:_____
As Deputy Clerk

DATE:_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Holly Merril Raschein

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/13/24

KAPLAN KIRSCH & ROCKWELL LLP

By:_____
Steven L. Osit, Esq.
Partner and Authorized Representative

DATE:_____

KAPLKIR-01 MHOFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (COL)
2000 S. Colorado Blvd
Tower 2, Suite 150
Denver, CO 80222

CONTACT NAME: Nancy Rosenbach
PHONE (A/C, No, Ext): (303) 291-2004 FAX (A/C, No): (866) 243-0727
E-MAIL ADDRESS: nancy.rosenbach@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : Hartford Insurance Group	914
INSURER C : Argonaut Insurance Company	19801
INSURER D : Travelers Casualty & Surety Company of America	31194
INSURER E :	
INSURER F :	

INSURED
Kaplan Kirsch & Rockwell LLP
1675 Broadway
Suite 2300
Denver, CO 80202

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Business Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	34SBAIK0616	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		34SBAIK0616	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			34SBAIK0616	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	34WECAA3DU3	7/1/2023	7/1/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Lawyers Professional			121 LPL 0201154-02	7/1/2023	7/1/2024	Per Claim/Aggregate	5,000,000
D	Excess Lawyers Prof.			107656348	7/1/2023	7/1/2024	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County BOCC is included as additional insured under Business Liability and Automobile Liability.

APPROVED BY RISK MANAGEMENT
BY
DATE 9.14.23
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County BOCC
1111 12th Street, Suite 408
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS LIABILITY COVERAGE FORM

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section **D.** LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".

2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".

5. The provisions of Section **D.** LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G.** LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 34 WEC AA3DU3 **Endorsement Number:**
Effective Date: 07/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: KAPLAN KIRSCH & ROCKWELL
1675 BROADWAY STE 2300
DENVER CO 80202

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: P1
2023-2082

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Michael Roberts

AGENDA ITEM WORDING:

A Public Hearing To Consider Approval of a Resolution Approving the Issuance of a Special Permit to Allow a Temporary Construction Staging Area at Property Located at 131 Dubonnet Road, Tavernier, Monroe County, Florida.

ITEM BACKGROUND:

The applicant has requested a special permit to utilize the subject property for a temporary construction staging area. The staging area would facilitate the Tavernier Breakwater project being carried out by Monroe County.

Location: Key Largo (Tavernier), approximate mile marker 92 (Oceanside of US 1)

Address: 131 Dubonnet Road, Tavernier

Legal Description: Block 4 lot 13 Tavernier Ocean Shores Key Largo Plat Book 4 Page 112 having Real Estate (RE) Number 00483200-000000

Property Owner/Applicant: Ophelia & Jose Benito Sanchez

Agent: Josh Ptomey, WSP, USA.

Size of Site: 11,586 SF per Monroe County Property Appraiser

Land Use District: Improved Subdivision (IS)

Future Land Use Map (FLUM) Designation: Residential Medium (RM)

Tier Designation: Tier III

Flood Zone: VE-12; VE-13

Existing Use: Developed Land

Existing Vegetation/Habitat: Scarified/Developed

Community Character of Immediate Vicinity: Single family residential

REVIEW OF APPLICATION:

This project is part of the Water Quality Improvement Program being funded by Monroe County for Canal Restoration Demonstrations. The Scope of Work for the Tavernier Breakwater and Weed Barrier System Restoration is to repair the breakwater and add an air curtain and seaweed prevention system. During Hurricane Irma, the storm surge toppled the boulders over the breakwater, which prior to the storm was providing a significant level of resiliency and storm surge protection to the homes. With the breakwater structure now severely damaged, this low-lying subdivision is subject to frequent and persistent flooding due to storms, astronomical high tides, and sea level rise. The repair activities are to be completed to return the breakwater structure to its previous condition prior to Hurricane Irma. In addition, the breakwater provided a barrier to the heavy loading of floating seaweed coming in from the ocean during the extreme heat of the summer that now clogs the canals, causing severe water quality problems, respiratory and health issues and environmental disaster. Repairing the breakwater and adding the air curtain and seaweed prevention system will help maintain better water quality in the canal systems near the breakwater, helping residents avoid respiratory distress and other health problems.

The subject application is to provide for a temporary construction staging area for equipment and materials. Type of Equipment and Materials to be stored in Staging Area is limited to:

1. Trucks, clean fill material, and excavators to repair the breakwater and install the air curtain and seaweed barrier.

The BOCC has the authority to approve temporary construction staging areas in accordance with Monroe County Code (MCC) §6-3. A special permit may be granted by resolution of the BOCC to allow a property to be used as a construction staging area for an off-site project. The BOCC shall hold a public hearing on the request for a temporary construction staging area and shall issue a resolution granting, granting with conditions or denying the request. The resolution shall take effect on the date of enactment by the BOCC.

Applicability. A temporary construction staging area for an off-site project is a permitted activity in any land use (zoning) district, provided it is approved by a special permit and meets the criteria set forth in

MCC §6-3. This special permit shall approve the temporary construction staging area location and use and shall not override or substitute for any other provision of the Florida Building Code and Monroe County Code that require an additional type of building permit, certification or approval.

Criteria. Approval of such a special permit shall be granted only if the following criteria are met:

(1) The temporary construction staging area shall serve a project being carried out in the vicinity of the construction staging area: *In compliance*.

The proposed staging area serves the Tavernier Breakwater restoration project.

(2) The temporary construction staging area shall serve a project being carried out by a governmental agency: *In compliance*.

The breakwater restoration project is being carried out by Monroe County, Florida.

(3) The temporary construction staging area shall not be located in a tier I designated area: *In compliance.*

The proposed staging area is located on a property that is in a Tier III designated area.

(4) The property subject to the request shall be posted and surrounding property owners within 300 feet shall be notified in writing at least 15 days prior to the BOCC public hearing, with the notice located so it shall be easily visible from all public streets and public ways abutting the property: *In compliance.*

Planning & Environmental Resources Department staff shall carry out the notification as required.

(5) Prior to establishment of the temporary construction staging area, a special building permit approving any associated temporary structure shall be issued in accordance with MCC §6-112: *In compliance.*

The proposed staging area will not have any structure requiring a building permit.

(6) No clearing or filling shall occur to accommodate the temporary construction staging area: *In Compliance.*

The proposed staging area will be located in an open area of a developed lot. No native vegetation is proposed for clearing/removal.

(7) Other than fencing, no temporary structure associated with a temporary construction staging area shall be located in any required setback: *In compliance.*

According to the plans submitted with the application, no structure or storage will be located in a required setback.

(8) The temporary construction staging area shall be compatible with existing uses on surrounding properties, as determined by the BOCC. If necessary, prior to issuance of a special permit allowing the temporary construction staging area, the board may attach conditions to any special permit approval to

1. avoid substantial harm to public health or safety;
2. avoid substantial harm to, or impairment of the normal use of, a public place; and/or
3. avoid substantial harm to the environment.

Depending on the nature and anticipated duration of the use, as a condition of approval to the special permit, the board reserves the right to:

1. Provide a deadline for termination of the construction staging area;
2. Limit the hours of operation;
3. Limit the type of equipment and materials on the site;
4. Require fencing, landscaping and/or other screening to limit potential visual and noise impacts of the use on adjacent property owners; and
5. Require surface water management improvements to the affected site:

The BOCC reserves the right to attach such conditions to any special permit approval at the February 21, 2024 public hearing.

(9) The property shall be restored to its prior condition: *Compliance to be determined upon termination of the staging area.*

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

2024-008 Staff Report
2024-008 COMBINED PLANS Rcvd 01.08.24
Resolution Approving Special Permit for Tavernier Breakwater Canal Restoration Project.pdf

FINANCIAL IMPACT:
N/A

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: The Monroe County Board of County Commissioners

Through: Emily Schemper, Senior Director of Planning & Environmental Resources

From: Michael Roberts, Assistant Director/Environmental Resources

Date: January 30, 2024

Subject: *A Public Hearing to consider a resolution of the Monroe County Board Of County Commissioners approving a special permit allowing a temporary construction staging area at property located at 131 Dubonnet Road Key Largo (Real Estate 00483200-000000), related to the Tavernier Breakwater Restoration Project.*

Meeting: February 21, 2024

I REQUEST:

The applicant has requested a special permit to utilize the subject property for a temporary construction staging area. The staging area would facilitate the Tavernier Brekawater project being carried out by Monroe County in Tavernier.



Subject Property in Blue (Aerial dated 2023)

II BACKGROUND INFORMATION:

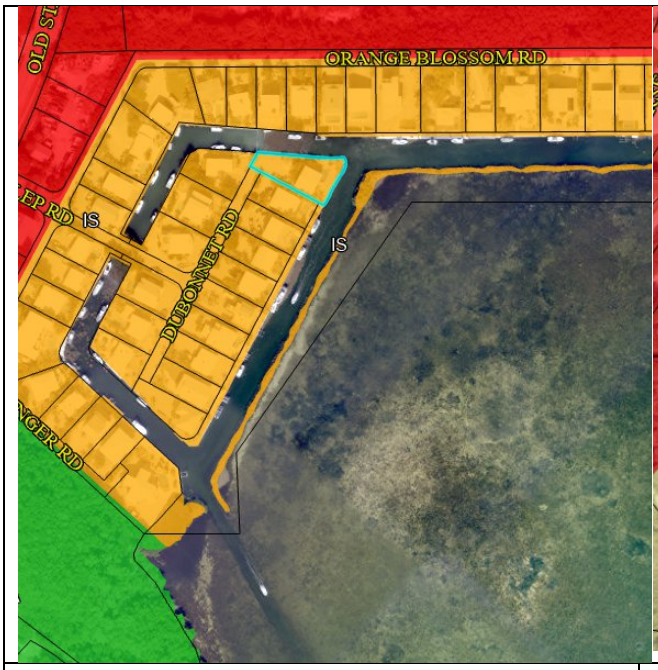
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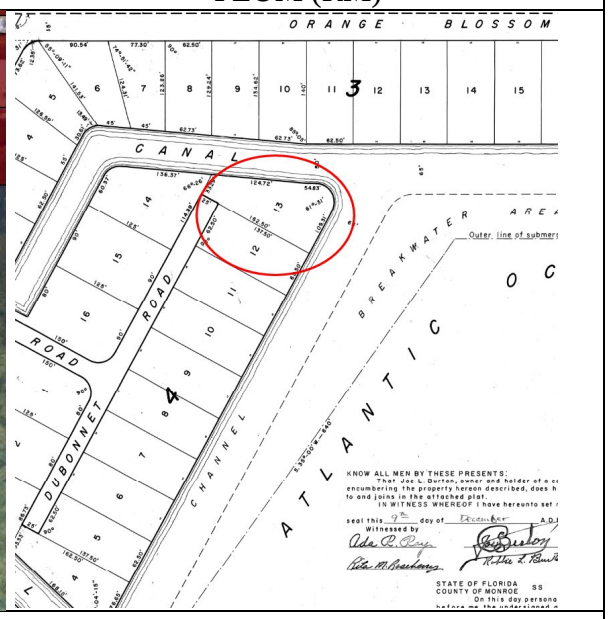
Zoning (IS)



FLUM (RM)



Tier Overlay (Tier II)



Block 4 lot 13 Tavernier Ocean Shores

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Applicability. A temporary construction staging area for an off-site project is a permitted activity in any land use (zoning) district, provided it is approved by a special permit and meets

the criteria set forth in MCC §6-3. This special permit shall approve the temporary construction staging area location and use and shall not override or substitute for any other provision of the Florida Building Code and Monroe County Code that require an additional type of building permit, certification or approval.

Criteria. Approval of such a special permit shall be granted only if the following criteria are met:

(1) The temporary construction staging area shall serve a project being carried out in the vicinity of the construction staging area: *In compliance*.

The proposed staging area is adjacent to canal 90 and serves the Tavernier Breakwater restoration project.

(2) The temporary construction staging area shall serve a project being carried out by a governmental agency: *In compliance.*

The breakwater restoration project is being carried out by Monroe County, Florida.

(3) The temporary construction staging area shall not be located in a tier I designated area: *In compliance.*

The proposed staging area is located on a property that is in a Tier III designated area.

(4) The property subject to the request shall be posted and surrounding property owners within 300 feet shall be notified in writing at least 15 days prior to the BOCC public hearing, with the notice located so it shall be easily visible from all public streets and public ways abutting the property: *Compliance to be determined prior to public hearing.*

Planning & Environmental Resources Department staff shall carry out the notification as required.

(5) Prior to establishment of the temporary construction staging area, a special building permit approving any associated temporary structure shall be issued in accordance with MCC §6-112: *In compliance.*

The proposed staging area will not have any structure requiring a building permit.

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(7) Other than fencing, no temporary structure associated with a temporary construction staging area shall be located in any required setback: *In compliance.*

According to the plans submitted with the application, no structure or storage will be located in a required setback.

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   a) avoid substantial harm to public health or safety;
   b) avoid substantial harm to, or impairment of the normal use of, a public place; and/or
   c) avoid substantial harm to the environment.

Depending on the nature and anticipated duration of the use, as a condition of approval to the special permit, the board reserves the right to:
   a) Provide a deadline for termination of the construction staging area;
   b) Limit the hours of operation;
   c) Limit the type of equipment and materials on the site;
   d) Require fencing, landscaping and/or other screening to limit potential visual and noise impacts of the use on adjacent property owners; and
   e) Require surface water management improvements to the affected site:

The BOCC reserves the right to attach such conditions to any special permit approval at the February 21, 2024 public hearing.

(9) The property shall be restored to its prior condition: *Compliance to be determined upon termination of the staging area.*

IV RECOMMENDATION:

The Planning & Environmental Resources Department recommends approval.

Attachments:
Design, Permitting & Construction Drawings

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008

GENERAL SCOPE OF SITE WORK FOR DESIGN, PERMITTING AND CONSTRUCTION OF TAVERNIER BREAKWATER, PHYSICAL WEED FENCE AND AIR CURTAIN MONROE COUNTY, KEY LARGO, FLORIDA

LOCATED IN
SECTION 01, TOWNSHIP 62 SOUTH, RANGE 38 EAST
MONROE COUNTY, FLORIDA

Sheet List Table	
Sheet Number	Sheet Title
G-001	COVER
G-002	GENERAL NOTES
C-101	EXISTING SITE PLAN
C-102	PROPOSED SITE PLAN
C-103	PROPOSED EROSION & SEDIMENT CONTROL PLAN
C-104	PROPOSED MAINTENANCE OF TRAFFIC CONTROL PLAN
C-105	CROSS SECTION LOCATIONS PLAN
C-301	CROSS SECTIONS - WEST SIDE (1 OF 2)
C-302	CROSS SECTIONS - NORTH SIDE (2 OF 2)
C-501	DESIGN DETAILS (1 OF 2)
C-502	DESIGN DETAILS (2 OF 2)
C-503	AIR CURTAI LATERAL DETAIL
C-504	WEED BARRIER DETAIL



LEGEND

- CANAL FOOTPRINT
- MONROE COUNTY PARCEL BOUNDARIES

VICINITY MAP



SUNSHINE STATE ONE CALL OF FLORIDA
CALL BEFORE YOU DIG
1-800-432-4770

1. CALL 1-800-432-4770 TWO FULL BUSINESS DAYS (BUT NOT MORE THAN FIVE) BEFORE DIGGING TO FIND OUT WHERE BURIED FACILITIES (ELECTRIC, GAS, TELECOMMUNICATIONS, CABLE WATER, SEWER) ARE LOCATED.
2. WAIT THE REQUIRED TIME FOR THE UTILITIES ON SITE TO BE LOCATED AND MARKED WITH COLOR-CODED PAINT, FLAGS OR STAKES AND CONFIRM THAT THE SITE HAS BEEN LOCATED.
3. RESPECT AND PROTECT THE MARKS DURING THE PROJECT, IF MARKS ARE DESTROYED, REQUEST A NEW LOCATE TICKET.
4. DIG SAFELY, USING EXTREME CAUTION WHEN DIGGING WITHIN 24 INCHES ON EITHER SIDE OF THE MARKS TO AVOID HITTING THE BURIED UTILITY LINES.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

GOVERNING SPECIFICATIONS:
THE PROJECT DEVELOPMENT CODE;
PART 1 AND 2 MONROE COUNTY PUBLIC WORKS MANUAL DATED SEPTEMBER 1983;
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS 2010;
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP);
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD);
UNITED STATES ARMY CORPS OF ENGINEERS (USACE);
IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE APPLIES.

MAYOR

DAVID RICE

MAYOR PRO TEM

CRAIG CATES

COUNTY COMMISSIONER

MICHELLE COLDIRON
HOLLY RASCHEIN

COUNTY ADMINISTRATOR

ROMAN GASTESI

CHIEF RESILIENCE OFFICER

RHONDA HAAG

PLANS PREPARED FOR:

MONROE COUNTY
SUSTAINABILITY DEPARTMENT
102050 OVERSEAS HWY, KEY LARGO, FL 33037
PHONE: 305-453-8774

PLANS PREPARED BY:

WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59TH AVE., SUITE 206
MIAMI LAKES, FLORIDA 33014
TEL: (305) 826-5588
E-MAIL: greg.corning@woodplc.com
ENGINEER OF RECORD: GREGORY CORNING, P.E (FL 79293)

wood.
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	April 18, 2023

SHEET TITLE:
COVER

SHEET NUMBER:	REV. #
G-001	
SHEET 1 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwater\2023\April_2023\600769.1 Tavernier_Cover.dwg LAYOUT: G-001 SAVED: 4/18/2023 11:47 AM PLOTSTYLETABLE: — PLOTTED: 4/18/2023 11:48 AM DRAWN BY: VIVES, MARTIN

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008

NOTES:

A. GENERAL

1. PROJECT OWNER'S NAME AND ADDRESS:

TAVERNIER CORPORATION C/O SHAW HERBER J. JR.
66 SHORELAND DR
KEY LARGO, FL 33037

FDEP SOVEREIGN SUBMERGED LANDS (SSL) - BREAKWATER
TIITF DEED 21328
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

B. CONSTRUCTION NOTES

1. PROJECT LOCATION: LAT: 25° 2' 40.39" N LONG: 80° 29' 10.48" W

2. DESCRIPTION: THE BREAKWATER STRUCTURE IS LOCATED IN THE ROCK HARBOR AREA OF KEY LARGO. THIS AREA EXPERIENCED SOME OF THE HIGHEST AND MOST AGGRESSIVE STORM SURGES DURING HURRICANE IRMA, DESTROYING MANY HOMES AND CAUSING SIGNIFICANT FLOOD AND WIND DAMAGE TO OTHERS. DURING HURRICANE IRMA, THE STORM SURGE TOPPLED THE BOULDERS OVER THE BREAKWATER, WHICH PRIOR TO THE STORM WAS PROVIDING A SIGNIFICANT LEVEL OF RESILIENCY AND STORM SURGE PROTECTION TO THE HOMES. WITH THE BREAKWATER STRUCTURE NOW SEVERELY DAMAGED, THIS LOW-LYING SUBDIVISION IS SUBJECT TO FREQUENT AND PERSISTENT FLOODING DUE TO STORMS, ASTRONOMICAL HIGH TIDES, AND SEA LEVEL RISE. THEIR HOMES ARE THREATENED NOW WITH STORM SURGE AND HIGH WAVES THAT WILL COME CRASHING THROUGH THEIR LIVING ROOMS IN A STORM EVENT AND POTENTIALLY CAUSING COMPLETE LOSS OF THEIR HOMES.

IN ADDITION, THE BREAKWATER PROVIDED A BARRIER TO THE HEAVY LOADING OF FLOATING SEAWEED COMING IN FROM THE OCEAN DURING THE EXTREME HEAT OF THE SUMMER THAT NOW CLOGS THEIR CANALS, CAUSING SEVERE WATER QUALITY PROBLEMS, RESPIRATORY AND HEALTH ISSUES AND ENVIRONMENTAL DISASTER. REPAIRING THE BREAKWATER AND ADDING THE AIR CURTAIN AND SEAWEED PREVENTION SYSTEM WILL HELP MAINTAIN BETTER WATER QUALITY IN THE CANAL SYSTEMS NEAR THE BREAKWATER, HELPING RESIDENTS AVOID RESPIRATORY DISTRESS AND OTHER HEALTH PROBLEMS.

3. CONSTRUCTION AND DEMOLITION DEBRIS SHOULD BE REMOVED FROM THE SITE AND DISPOSED ACCORDING TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CHAPTER 62-701.

4. SEQUENCE OF MAJOR ACTIVITIES:
   (1) INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND MAINTAIN THROUGHOUT PROJECT
   (2) CONSTRUCT STAGING AREA
   (3) REMOVE EXISTING BREAKWATER
   (4) CONSTRUCT BREAKWATER ACCORDING TO TECHNICAL SPECIFICATIONS AND PLANS
   (5) ADD NEW AIR CURTAIN AND SEAWEED BARRIER SYSTEM
   (6) OBTAIN FINAL APPROVAL, REMOVE EROSION AND SEDIMENTATION CONTROLS AND STABILIZE ANY AREA DISTURBED BY THEIR REMOVAL.

5. AREA ESTIMATES: PROJECT BOUNDARY = 6 ACRES ; 262,623 SQ FT.

6. MONROE COUNTY AND THE CONTRACTOR SHALL HAVE A PRE-CONSTRUCTION MEETING TO DISCUSS THE COMPLEXITY AND POTENTIAL PUBLIC CONCERNS WITH THE PROJECT.

7. COORDINATES AND ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE 901, US SURVEY FEET, AND; THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BASED ON GLOBAL POSITIONING SYSTEM (GPS) MEASUREMENTS TO THE NATIONAL GEODETIC SURVEY (NGS) CONTROL MONUMENTS LISTED BELOW.

DESIGNATION - TMJ1	DESIGNATION - F 666
PID - AC4852	PID - DR3365
NORTHING: 251,257.33	NORTHING: 258,635.37
EASTING: 818,404.14	EASTING: 824,570.67
ELEVATION: 5.52'	ELEVATION: 5.19'

C. TEMPORARY EROSION AND SEDIMENT CONTROL

1. CONTRACTOR SHALL INSTALL PRIOR TO AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATIONS.
2. ALL SILT FENCES AND TURBIDITY BARRIERS MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT FENCE AND TURBIDITY BARRIERS ARE INSTALLED.
3. SILT FENCE AND TURBIDITY BARRIERS ARE TO BE PLACED AS SHOWN AND/OR DIRECTED BY ENGINEER.
4. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST DAILY, AFTER EACH RAIN AND REPAIRED BY THE GENERAL CONTRACTOR. CLEAN OUT OF SEDIMENT CONTROL STRUCTURES WILL BE PERFORMED BY THE CONTRACTOR WHEN SEDIMENT HAS ACCUMULATED TO ONE-THIRD (1/3) OF THE HEIGHT OF THE INDIVIDUAL STRUCTURE FOR TEMPORARY SEDIMENT BASINS & RETROFITTED DETENTION PONDS, ONE-HALF (1/2) FULL FOR SILT FENCE, TURBIDITY BARRIERS, CHECK DAMS, ROCK FILTER DAMS, AND INLET SEDIMENT TRAPS.
5. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING SEDIMENT AND EROSION CONTROL MEASURES TO PROVIDE OPTIMUM SEDIMENT AND EROSION CONTROL. SEDIMENT AND EROSION CONTROL MEASURES SHALL COMPLY WITH CHAPTER 6 OF THE FLORIDA DEVELOPMENT MANUAL.
6. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION OF MONROE COUNTY DESIGNATED REPRESENTATIVE.
7. THE CONTRACTOR SHALL PROTECT ANY EXISTING DITCHES, WETLAND VEGETATION, STORM DRAIN PIPES, AND INLETS IN THE VICINITY OF WORK TO BE PERFORMED FROM DAMAGE OR SILTATION, WHETHER OR NOT SPECIFICALLY IDENTIFIED IN THE PLANS.
8. EROSION CONTROL MEASURES DESCRIBED SHALL BE MAINTAINED UNTIL PERMANENT DRAINAGE FACILITIES HAVE BEEN RECONSTRUCTED AND GRASS ON PLANTED SLOPES IS SUFFICIENTLY ESTABLISHED TO BE AN EFFECTIVE EROSION DETERRENT.
9. CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD INTO PUBLIC STREETS. IF TRACKING OR FLOW OF MUD OCCURS, CONTRACTOR SHALL CONSTRUCT A SOIL TRACKING PREVENTION DEVICE IN ACCORDANCES WITH FDOT DESIGN STANDARD 2010, INDEX NO. 106.
10. TEMPORARY PROTECTION DEVICES MUST BE MAINTAINED UNTIL PROJECT COMPLETION OR VEGETATION MEASURES ARE ESTABLISHED.
11. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON ESTABLISHMENT OF PERMANENT VEGETATION OR PROJECT COMPLETION.
12. SILT FENCE AND TURBIDITY BARRIERS SHALL MEET THE REQUIREMENTS OF FDOT DESIGN STANDARDS 2010, INDEX NO. 102 AND 103.
13. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONTROL OF EROSION WITHIN THE WORK SITE AND PREVENTION OF SEDIMENTATION OF ANY ADJACENT OR DOWNSTREAM WATERWAYS. THE EROSION AND SEDIMENTATION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. THE CONTRACTOR'S METHODS OF OPERATION MAY DICTATE ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING AND INSTALLING ADDITIONAL MEASURES.
14. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 20 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
15. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
16. NOTIFY APPROPRIATE MONROE COUNTY REPRESENTATIVE 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
17. THE CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR ENSURING ALL PERMIT REQUIREMENTS FOR TURBIDITY ARE MET. THE TURBIDITY LEVELS WITHIN THE CANAL SHALL NOT EXCEED 29 NTU'S ABOVE BACKGROUND AND THE LEVELS OUTSIDE THE CANAL (OUTSTANDING FLORIDA WATERS) SHALL NOT EXCEED 0 NTU'S ABOVE BACKGROUND. THE TURBIDITY MONITORING WILL BE PERFORMED BY MONROE COUNTY REPRESENTATIVE AND SHALL BE LOGGED DAILY WITH A METER AND DATA SHALL BE KEPT ONSITE THROUGHOUT CONSTRUCTION.

D. EXISTING INFRASTRUCTURE

1. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING INFRASTRUCTURE THAT IS IMPACTED DURING CONSTRUCTION TO MATCH EXISTING CONDITIONS.

E. EXISTING UTILITIES

1. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL PERTINENT UTILITIES COMPANIES 48 HOURS PRIOR TO CONSTRUCTION FOR LOCATION OF UNDERGROUND UTILITY LINES.
2. IN THE EVENT THE UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL RESTORE TO MATCH EXISTING CONDITIONS AND NOTIFY THE PERTINENT UTILITY COMPANY IMMEDIATELY.

wood.
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	March 1, 2022

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:	REV. #
G-002	
SHEET 2 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwater\2023\April_2023\600769.1 Tavernier_Notes.dwg LAYOUT: G-002 SAVED: 3/1/2022 12:11 PM PLOTSTYLETABLE: CIVIL-MASTER.CTB PLOTTED: 4/18/2023 11:43 AM DRAWN BY: VIVES, MARTIN

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



1 EXISTING SITE PLAN

Scale: 1"=70'

LEGEND

- MONROE COUNTY PARCELS (2018)
- PROJECT LIMITS (6 ACRES; 262,623 SQ FT)
- EXISTING TAVERNIER BREAKWATER
- CONTOURS

NOTES:

1. COORDINATES & ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11) WITH VALUES EXPRESSED IN U.S. SURVEY FEET, FLORIDA STATE PLANE COORDINATE SYSTEM (FSPCS) EAST ZONE 901, AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

2. THE BATHYMETRIC DATA FOR PROJECT WAS OBTAINED BY WOOD IN NOVEMBER 2021, SEE SIGNED AND SEALED SURVEY FOR ADDITIONAL NOTES. ELECTRONIC FILES OF THE DATA WILL BE SUPPLIED TO CONTRACTORS FOR BIDDING PURPOSES.

3. CONTRACTOR TO PROVIDE THE COUNTY WITH A PRE AND POST CONSTRUCTION VIDEO, AS DETAILED IN THE TECHNICAL SPECIFICATIONS. DAMAGE TO ANY SEAWALLS, BOAT LIFTS AND OTHER PRIVATE PROPERTY DURING CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR AT NO COST TO THE COUNTY TO MATCH EXISTING CONDITIONS. IF THE CONTRACTOR REQUIRES USE OF A PRIVATE HOMEOWNER LOT OR COUNTY RIGHT OF WAY FOR STORAGE OF EQUIPMENT, THE CONTRACTOR MUST OBTAIN COUNTY PERMISSION AND THE STORAGE MAY NOT BE ALLOWED UNTIL A PROPOSED TEMPORARY USE ORDINANCE IS APPROVED AND BECOMES EFFECTIVE.

4. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER GROUND AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY. IN THE EVENT, THE UTILITIES ARE IMPACTED THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY AND MONROE COUNTY IMMEDIATELY AND REPLACE TO MATCH EXISTING CONDITIONS.



SITE MAP KEY

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

wood.
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY

1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

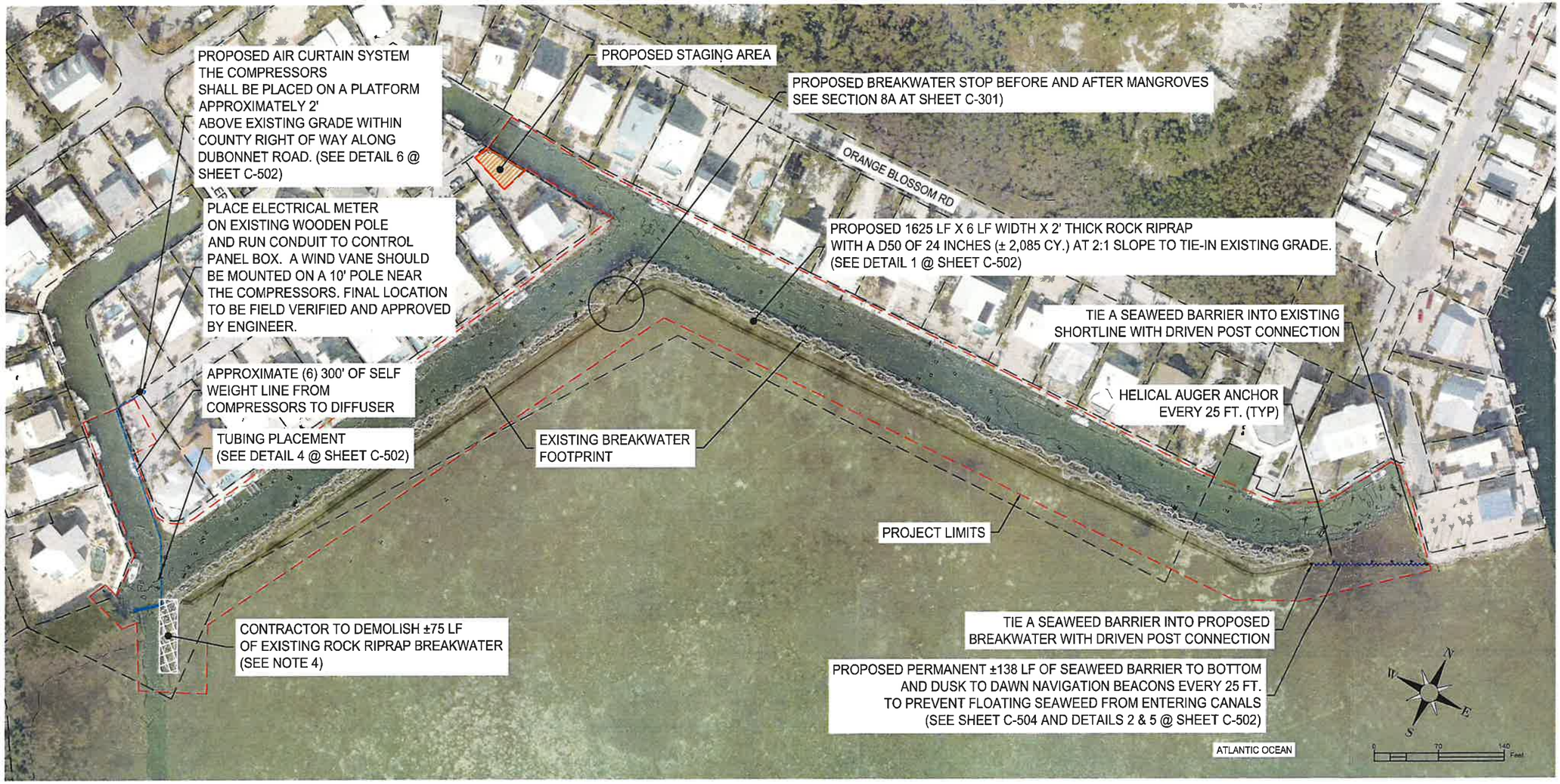
DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	March 21, 2022

SHEET TITLE:
EXISTING SITE PLAN

SHEET NUMBER:	REV. #
C-101	
SHEET 3 OF 13 SHEETS	

PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April_2023\600769.1 Tavernier_Existing Site.dwg LAYOUT: C-101 SAVED: 3/21/2022 11:32 AM PLOTSTYLETABLE: CIVIL-MASTER.CTB PLOTTED: 4/18/2023 11:43 AM DRAWN BY: VIVES, MARTIN

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



1 PROPOSED SITE PLAN

Scale: 1"=70'

LEGEND

- MONROE COUNTY PARCELS (2018)
- PROJECT LIMITS (6 ACRES; 262,623 SQ FT)
- EXISTING TAVERNIER BREAKWATER
- PROPOSED UPLAND STAGING AREA
- SEAWEED BARRIER (PERMANENT)
- AIR CURTAIN (PERMANENT)
- EXISTING CONTOURS
- PROPOSED CONTOURS

NOTES:

1. COORDINATES & ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11) WITH VALUES EXPRESSED IN U.S. SURVEY FEET, FLORIDA STATE PLANE COORDINATE SYSTEM (FSPCS) EAST ZONE 901, AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

2. THE BATHYMETRIC DATA FOR PROJECT WAS OBTAINED BY WOOD IN NOVEMBER 2021, SEE SIGNED AND SEALED SURVEY FOR ADDITIONAL NOTES. ELECTRONIC FILES OF THE DATA WILL BE SUPPLIED TO CONTRACTORS FOR BIDDING PURPOSES.

3. CONTRACTOR MAY REUSE THE EXISTING ROCK WITHIN THE BREAKWATER TO REBUILD THE NEW BREAKWATER AS LONG AS IT MEETS OR EXCEEDS SIZE AND SPECIFICATIONS.

4. NO EXCAVATION / DREDGING IS REQUIRED FOR THE DEMOLITION, THE PURPOSED OF THE DEMOLITION PORTION IS JUST TO REMOVE THE EXISTING ROCK ABOVE EXISTING GRADE TO ALLOW FOR FREE FLOW OF SARGASSO ALONG THE PROPOSED BREAKWATER TO PREVENT STACKING IN THE CANAL OPENING IN FRONT OF THE PROPOSED AIR CURTAIN SYSTEM. THE ROCK BEING REMOVED FROM THE DEMOLISHED BREAKWATER SECTION WILL BE USED IN THE PROPOSED REPAIR SECTION OF THE BREAKWATER.



SITE MAP KEY

wood.
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	November 29, 2023

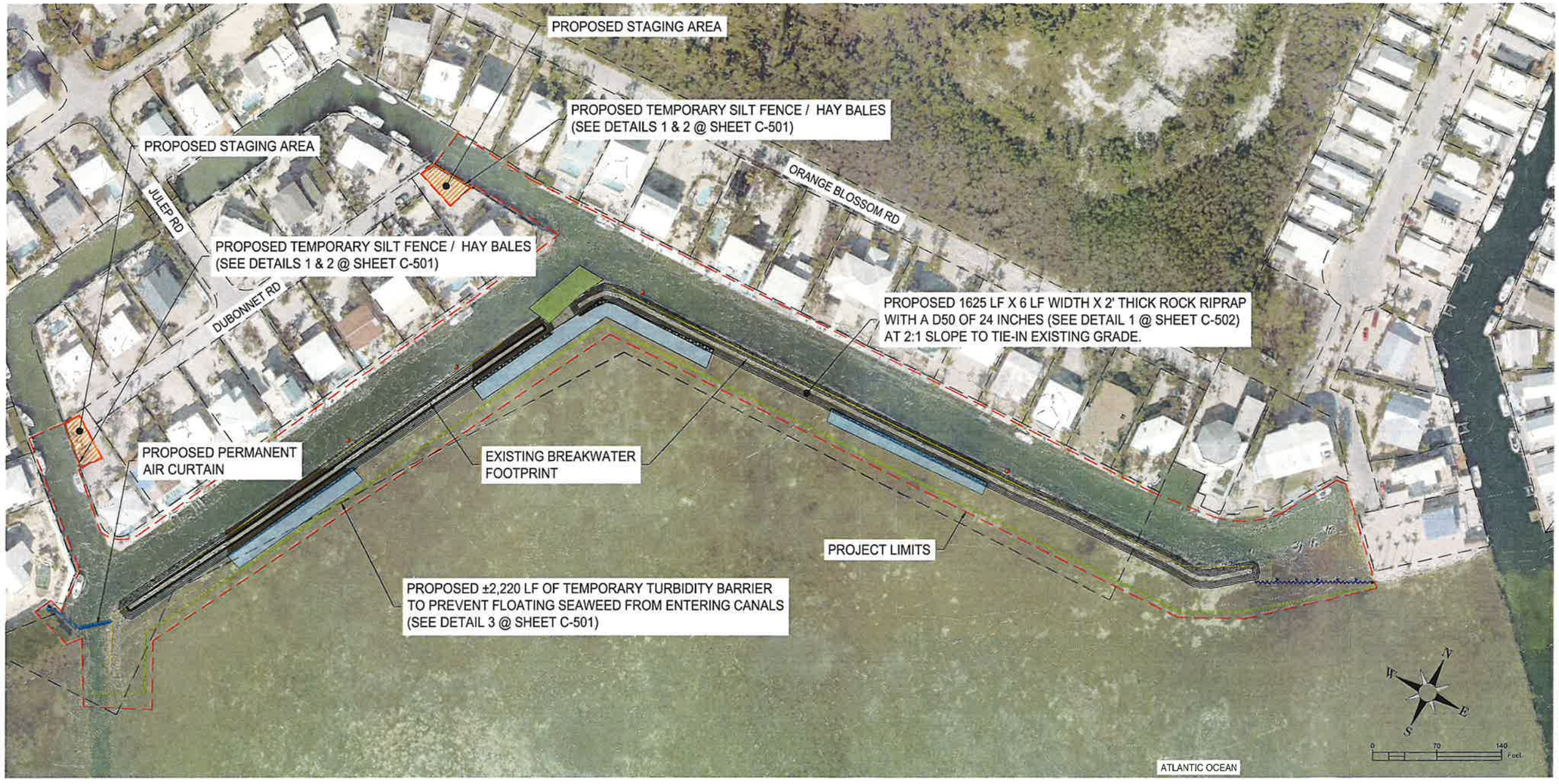
SHEET TITLE:
PROPOSED SITE PLAN

SHEET NUMBER:	REV. #
C-102	
SHEET 4 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
X:\US\STPA\600-TPA\Projects\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April_2023\600769.1 Tavernier_PROP Site-REV.dwg LAYOUT: C-102 SAVED: 11/29/2023 11:20 AM PLOTSTYLETABLE: — PLOTTED: 11/29/2023 11:37 AM DRAWN BY: CORNING, GREG

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



1 PROPOSED EROSION & SEDIMENT CONTROL PLAN

Scale: 1"=70'

LEGEND

- MONROE COUNTY PARCELS (2018)
- TAVERNIER BREAKWATER (4.3 ACRES; 187,034 SQ FT)
- EXISTING ROCK HARBOR BREAKWATER
- PROPOSED UPLAND STAGING AREA
- FLOATING TURBIDITY BARRIER
- SEAWEED BARRIER (PERMANENT)
- AIR CURTAIN (PERMANENT)
- SILT FENCE / HAY BALES
- TEMPORARY CONSTRUCTION FENCING
- EXISTING CONTOURS
- PROPOSED CONTOURS
- SIDERASTREA CORAL (.0020 ACRES; 87.8 SQ FT)
- RIPRAP BREAKWATER
- SEAGRASS (.36 ACRES; 16,026 SQ FT, 778 LF)
- IMPACTED SEAGRASS (.048 ACRES; 2,107 SQ FT, 745 LF)
- MANGROVES (.06 ACRES; 2,616 SQ FT, 86 LF)

NOTES:

1. CONTRACTOR SHALL ENSURE TURBIDITY OUTSIDE CANAL BREAKWATER IS 0 NTU ABOVE BACKGROUND AT ALL TIMES DURING CONSTRUCTION ACTIVITY.
2. THE CONTRACTOR SHALL CONTROL SEDIMENT TRANSFER FROM THE STAGING AREA ONTO THE MAIN ROADS BY SETTING UP WHEEL CLEANING STATIONS AT THE EXIT AND INITIATING STREET SWEEPING AS NECESSARY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING / MODIFYING THE PROPOSED EROSION AND SEDIMENT CONTROL PLAN ACCORDING TO SITE CONDITIONS. THE PLAN SHALL BE SENT TO MONROE COUNTY AND ENGINEER OF RECORD FOR REVIEW/APPROVAL BEFORE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
4. THE TEMPORARY TURBIDITY BARRIER WILL ONLY BE DEPLOYED DURING CONSTRUCTION TO MINIMIZE IMPACTS TO THE SURROUNDING WATERS.



SITE MAP KEY

wood.
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	April 18, 2023

SHEET TITLE:
PROPOSED EROSION & SEDIMENT CONTROL PLAN

SHEET NUMBER:	REV. #
C-103	
SHEET 5 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
C:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April 2023\600769.1 Tavernier_Erosion Control.dwg LAYOUT: C-103 SAVED: 4/18/2023 11:41 AM PLOTSTYLETABLE: --- PLOTTED: 4/18/2023 11:43 AM DRAWN BY: VIVES, MARTIN

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



1 PROPOSED MAINTENANCE OF TRAFFIC CONTROL PLAN

Scale: 1"=150'

LEGEND

- MONROE COUNTY PARCELS (2018)
- TAVERNIER BREAKWATER (4.3 ACRES; 187,034 SQ FT)
- EXISTING ROCK HARBOR BREAKWATER
- PROPOSED UPLAND STAGING AREA
- FLOATING TURBIDITY BARRIER
- SEAWEED BARRIER (PERMANENT)
- AIR CURTAIN (PERMANENT)
- SILT FENCE / HAY BALES
- TEMPORARY CONSTRUCTION FENCING
- EXISTING CONTOURS
- PROPOSED CONTOURS

NOTES:

1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING/MODIFIYING THE PROPOSED HAULING PLAN ACCORDING TO SITE CONDITIONS. THE PLAN SHALL BE SENT TO MONROE COUNTY AND ENGINEER OF RECORD FOR REVIEW/APPROVAL BEFORE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2) THE SIGNAGE SHALL BE IN PLACE PRIOR TO THE INITIATION OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES



SITE MAP KEY

wood.

ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	April 13, 2023

SHEET TITLE:
PROPOSED MAINTENANCE OF TRAFFIC CONTROL PLAN

SHEET NUMBER:	REV. #
C-104	
SHEET 6 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April_2023\600769.1 Tavernier_PROP Site.dwg LAYOUT: C-104 SAVED: 4/13/2023 8:36 AM PLOTSTYLETABLE: CIVIL-MASTER.CTB PLOTTED: 4/18/2023 11:44 AM DRAWN BY: VIVES, MARTIN

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



1 CROSS SECTIONS LOCATION PLAN

Scale: 1"=70'

LEGEND

- MONROE COUNTY PARCELS (2018)
- PROJECT LIMITS (6 ACRES; 262,623 SQ FT)
- EXISTING TAVERNIER BREAKWATER
- PROPOSED UPLAND STAGING AREA
- SEAWEED BARRIER (PERMANENT)
- AIR CURTAIN (PERMANENT)
- EXISTING CONTOURS
- PROPOSED CONTOURS



SITE MAP KEY

wood.
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
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GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	April 13, 2023

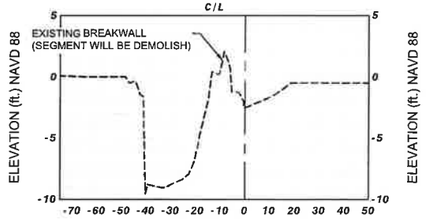
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CROSS SECTION LOCATIONS PLAN

SHEET NUMBER:	REV. #
C-105	
SHEET 7 OF 13 SHEETS	

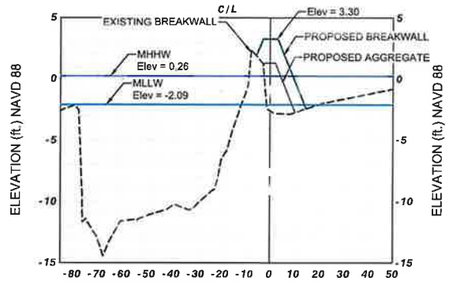
90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
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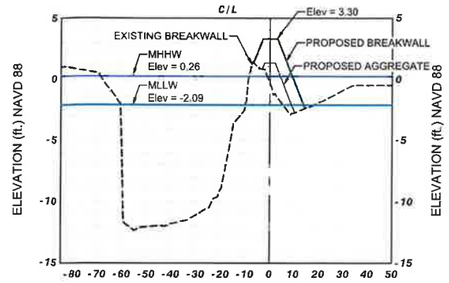
Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



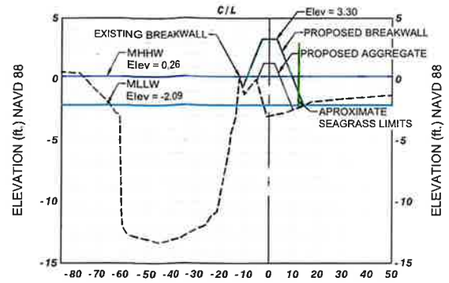
1 CROSS SECTIONS (0+50.00)



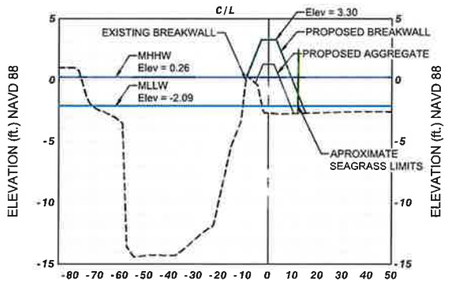
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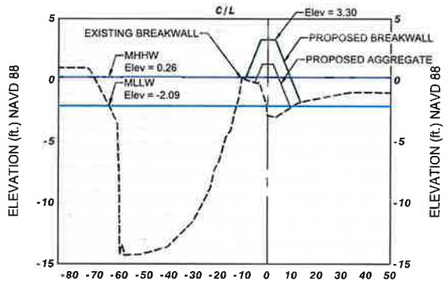
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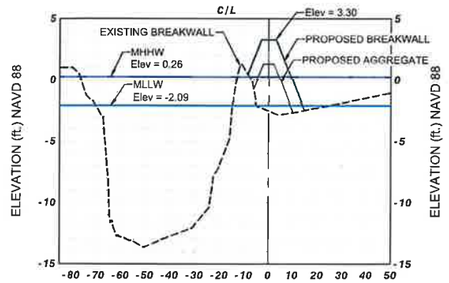
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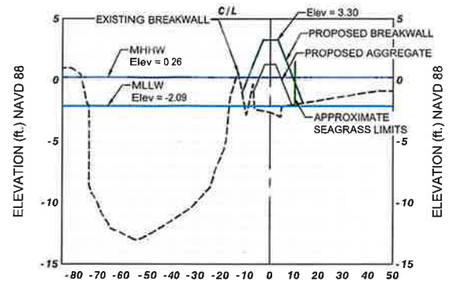
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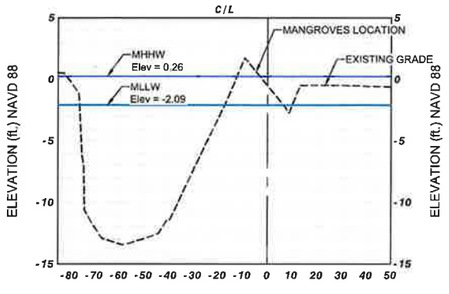
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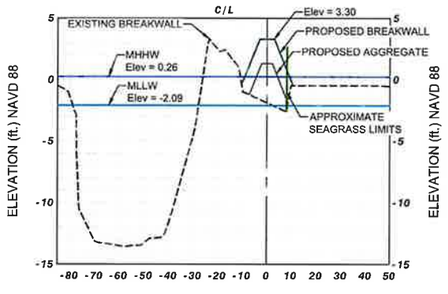
7 CROSS SECTIONS (6+00.00)



8 CROSS SECTIONS (7+00.00)



8A CROSS SECTIONS (7+65.00)



9 CROSS SECTIONS (8+00.00)

LEGEND

EXISTING GROUND SURFACE

PROPOSED BREAKWATER WALL

wood.
ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
16250 NW 59th Ave., Suite 206
Miami Lakes, FL 33014
Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	April 13, 2023

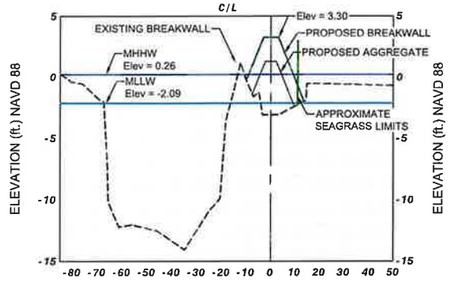
SHEET TITLE:
CROSS SECTIONS - WEST SIDE (1 OF 2)

SHEET NUMBER:	REV. #
C-301	
SHEET 8 OF 13 SHEETS	

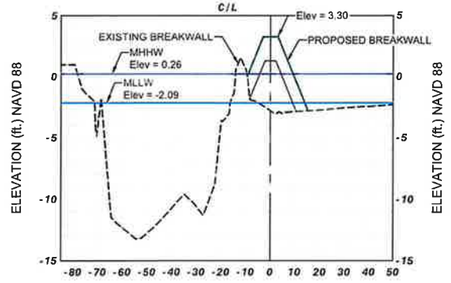
90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April_2023\600769.1 Tavernier_PROP Site.dwg LAYOUT: C-301 SAVED: 4/13/2023 8:36 AM PLOTSTYLETABLE: CIVIL-MASTER.CTB PLOTTED: 4/18/2023 11:44 AM DRAWN BY: VIVES, MARTIN

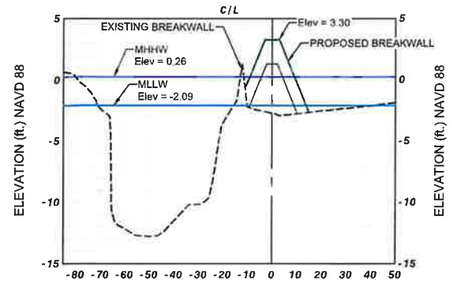
Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



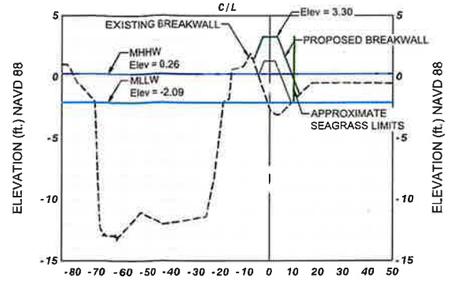
10 CROSS SECTIONS (9+00.00)



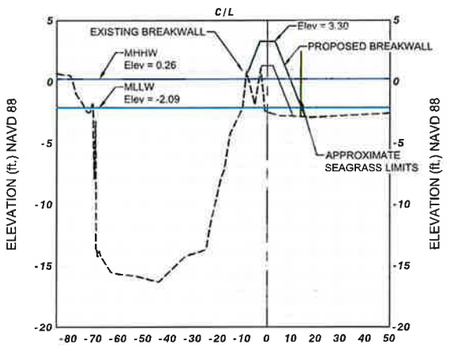
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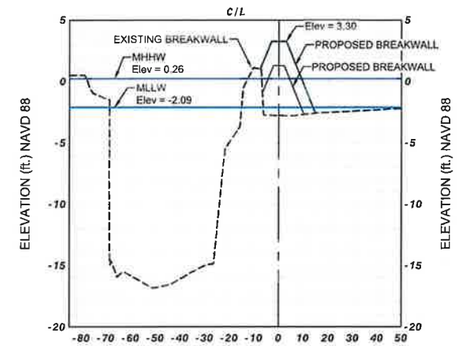
12 CROSS SECTIONS (11+00.00)



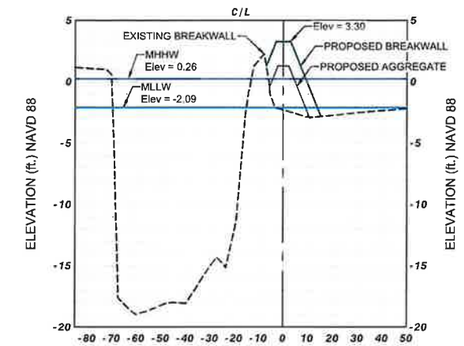
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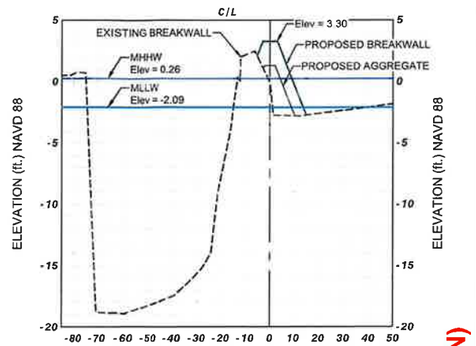
14 CROSS SECTIONS (13+00.00)



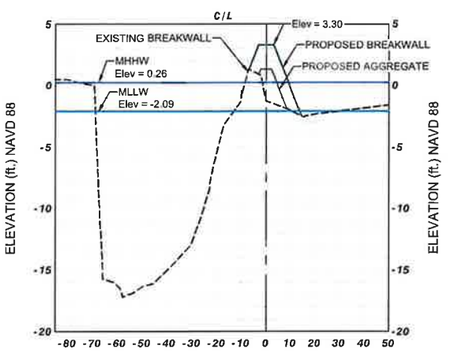
15 CROSS SECTIONS (14+00.00)



16 CROSS SECTIONS (15+00.00)



17 CROSS SECTIONS (16+00.00)



18 CROSS SECTIONS (17+00.00)

LEGEND

EXISTING GROUND SURFACE

PROPOSED BREAKWATER WALL

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Phone: 1.305.826.5588
www.woodplc.com

GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	April 13, 2023

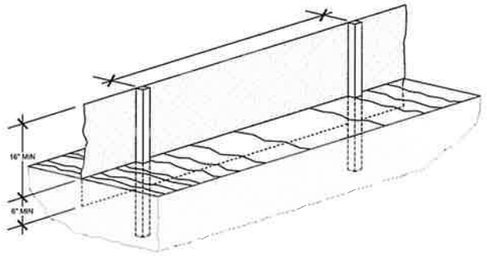
SHEET TITLE:
CROSS SECTIONS - NORTH SIDE (2 OF 2)

SHEET NUMBER:	REV. #
C-302	
SHEET 9 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

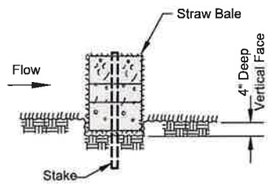
PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS\C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April_2023\600769.1 Tavernier_PROP Site.dwg LAYOUT: C-302 SAVED: 4/13/2023 8:36 AM PLOTSTYLETABLE: CIVIL-MASTER.CTB PLOTTED: 4/18/2023 11:44 AM DRAWN BY: VIVES, MARTIN

Rcvd 01.08.2024 Planning & Enviro Res File 2024-008

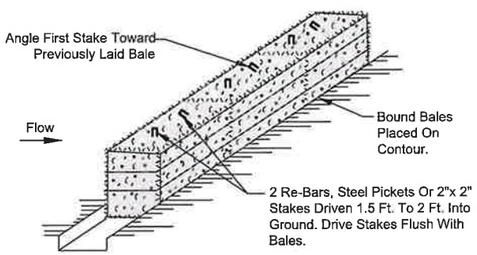


1 TYPICAL SILT FENCE DETAIL

Not To Scale



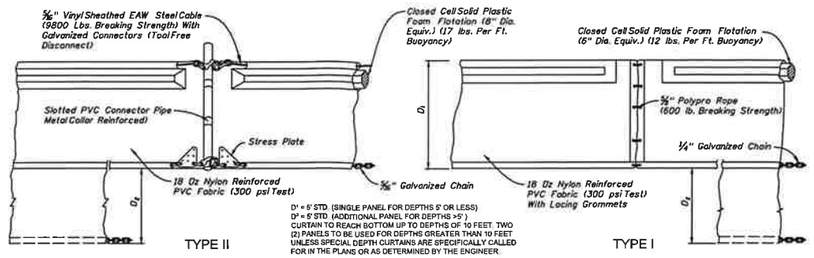
BEDDING DETAIL



ANCHORING DETAIL

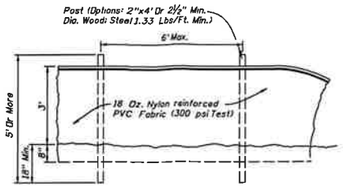
2 TYPICAL HAY/STAW BALE DETAIL

Not To Scale



NOTICE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS



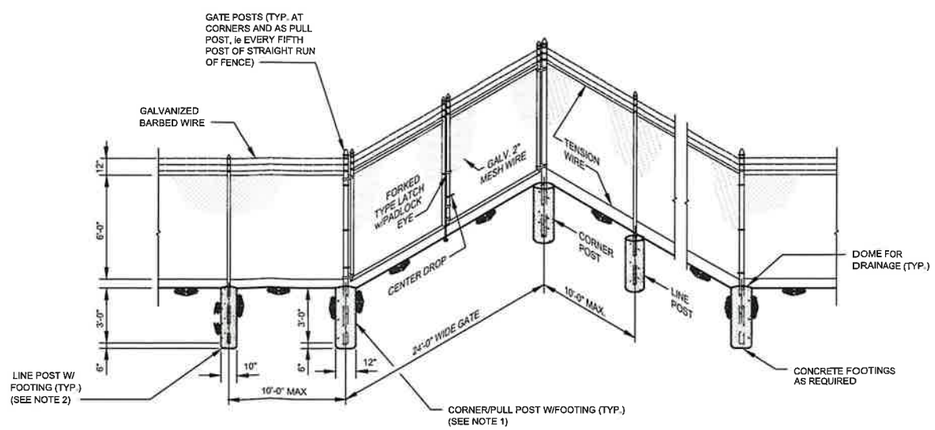
STAKED TURBIDITY BARRIER



TYPE III

3 TURBIDITY BARRIERS DETAIL

Not To Scale



4 TYPICAL FENCE / GATE DETAIL

Not To Scale

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GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	March 4, 2022

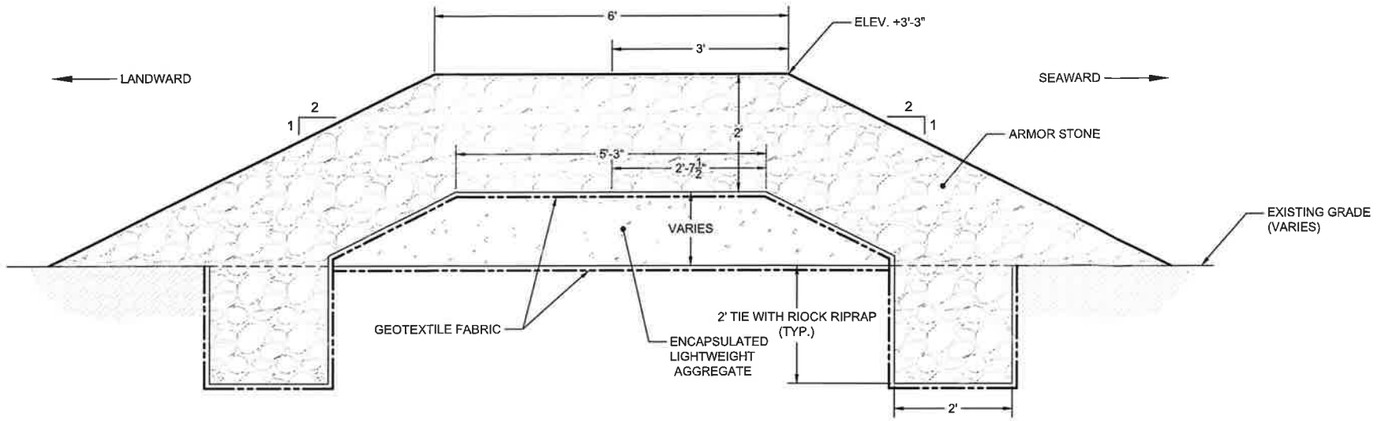
SHEET TITLE:
DESIGN DETAILS (1 OF 2)

SHEET NUMBER:	REV. #
C-501	
SHEET 9 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April_2023\600769.1 Tavernier_Erosion Control Details.dwg LAYOUT: C-501 SAVED: 3/4/2022 8:05 AM PLOTSTYLETABLE: CIVIL-MASTER.CTB PLOTTED: 4/18/2023 11:46 AM DRAWN BY: VIVES, MARTIN

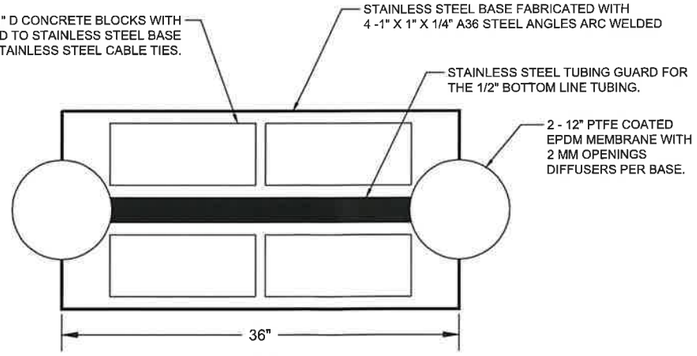
Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



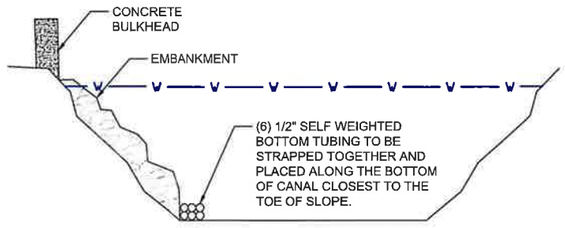
1 CROSS SECTION BREAKWATER DETAIL (TYP.)



2 SEAWEED BARRIER DETAIL



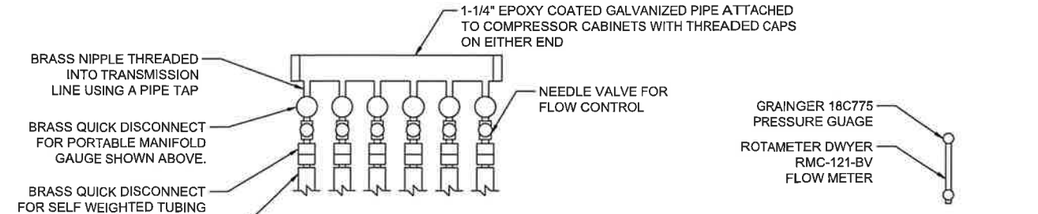
3 AIR CURTAIN DETAIL



4 TUBING PLACEMENT DETAIL



5 NAVIGATION BEACON



NOTE:

1) THE CONTRACTOR SHALL DISTRIBUTE THE (7) 1/2" SELF TUBING LINES BETWEEN THE (1) 1-1/4" EVENLY.

2) ALL CONNECTIONS SHALL BE CHECKED TO ENSURE AIR TIGHT, THE ADDITION OF ADHESIVES AND PIPE GLUE SHALL BE MARINE GRADE.

6 MANIFOLD DETAILS

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GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	March 23, 2022

SHEET TITLE:
DESIGN DETAILS
(2 OF 2)

SHEET NUMBER:	REV. #
C-502	
SHEET 11 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

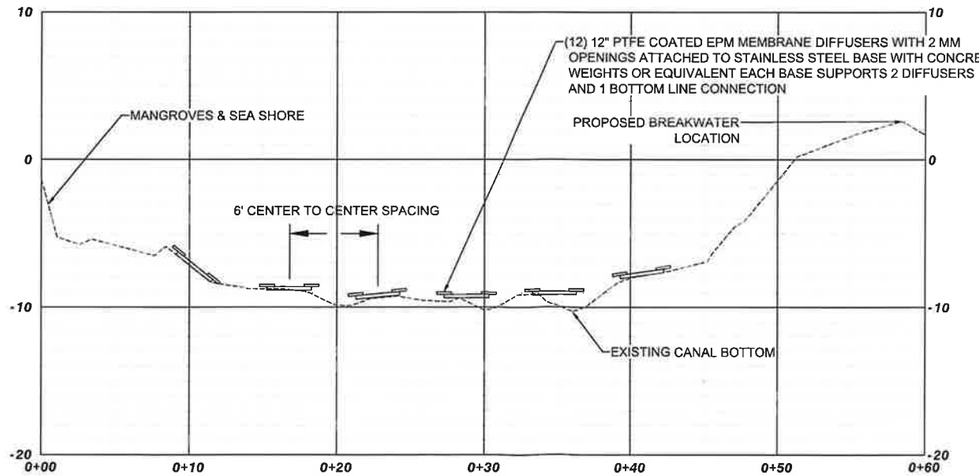
PROJECT NUMBER: 600769.1 CITY: TAMPA
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Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



1 AIR CURTAIN LOCATION PLAN VIEW

Scale: 1"=5'



A AIR CURTAIN LATERAL CROSS SECTION DETAIL

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GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	March 22, 2022

SHEET TITLE:
AIR CURTAI LATERAL DETAIL

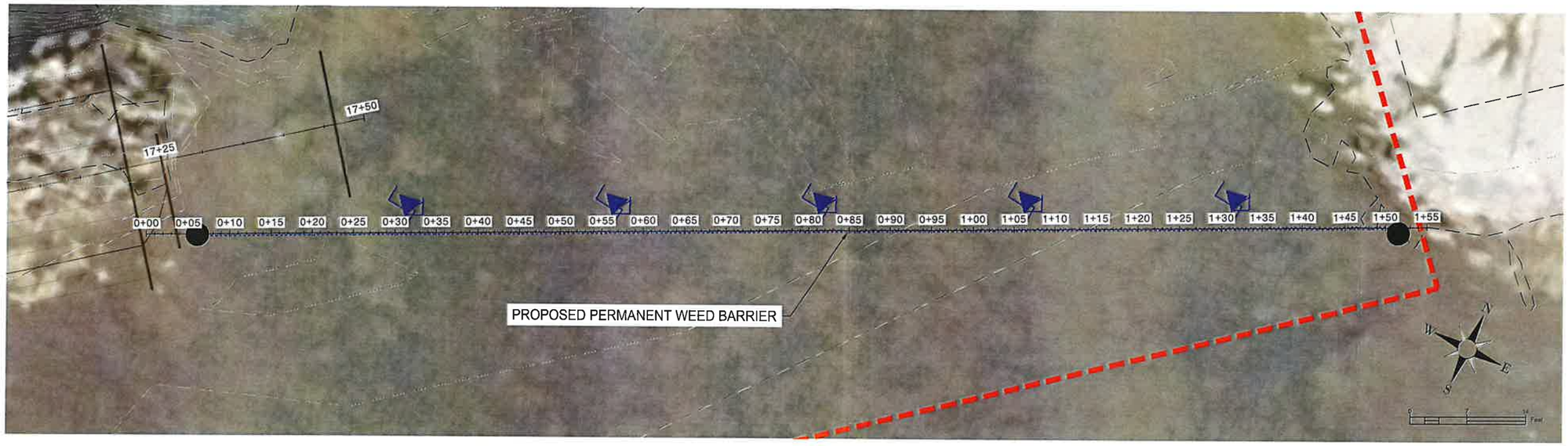
SHEET NUMBER:	REV. #
C-503	

SHEET 12 OF 13 SHEETS

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

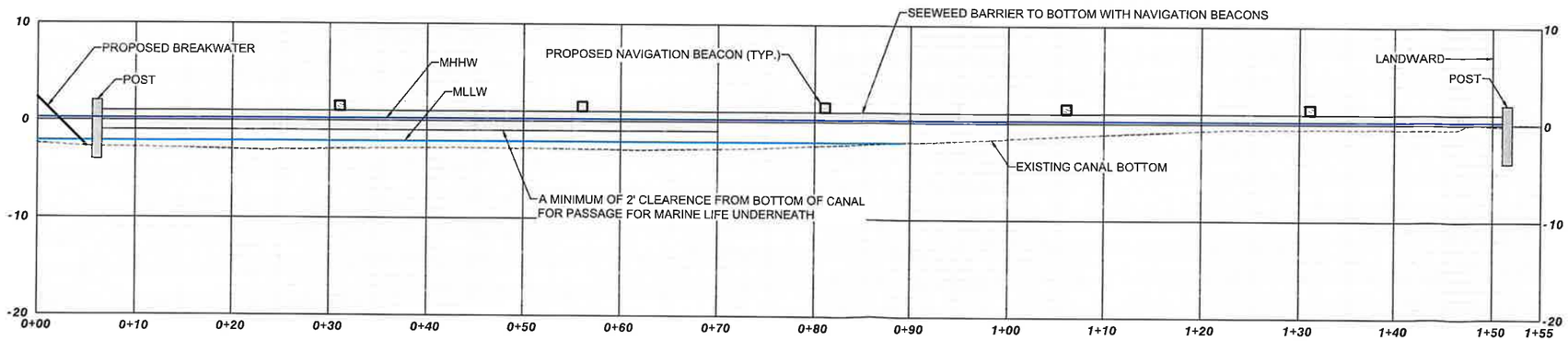
PROJECT NUMBER: 600769.1 CITY: TAMPA
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Rcvd 01.08.2024 Planning & Enviro Res File 2024-008



1 WEED BARRIER PLAN VIEW

Scale: 1"=7'



A WEED BARRIER CROSS SECTION DETAIL

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GREGORY W. CORNING, P.E.
FLORIDA PE LICENSE NO. 79293

PROJECT:
TAVERNIER BREAKWATER, PHYSICAL WEED FENCE & AIR CURTAIN

CLIENT:
MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040

WOOD PROJECT NO:
600769.1

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	G. CORNING
DRAWN BY:	M. VIVES
CHECKED BY:	S. KAIMING
APPROVED BY:	G. CORNING
DATE:	October 6, 2022

SHEET TITLE:
WEED BARRIER DETAIL

SHEET NUMBER:	REV. #
C-504	
SHEET 13 OF 13 SHEETS	

90% / DESIGN-PERMITTING (NOT FOR CONSTRUCTION)

PROJECT NUMBER: 600769.1 CITY: TAMPA
F:\PROJECTS-C3D\600769.1 - Monroe County - Tavernier Breakwaters\2023\April_2023\600769.1 Tavernier_Weed Barrier Detail.dwg LAYOUT: C-504 SAVED: 10/6/2022 5:56 PM PLOTSTYLETABLE: CIVIL-MASTER.CTB PLOTTED: 4/18/2023 11:45 AM DRAWN BY: VIVES, MARTIN

MONROE COUNTY, FLORIDA
RESOLUTION NO. ____ -2024

A RESOLUTION APPROVING THE ISSUANCE OF A SPECIAL PERMIT ALLOWING A TEMPORARY CONSTRUCTION STAGING AREA FOR A CANAL RESTORATION/WATER QUALITY IMPROVEMENT PROJECT AT PROPERTY LEGALLY DESCRIBED AS LOT 13, BLOCK 4, TAVERNIER OCEAN SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA, HAVING A CURRENT ADDRESS OF 131 DUBONNET ROAD, TAVERNIER, MONROE COUNTY, FLORIDA, AND CURRENTLY BEARING PROPERTY IDENTIFICATION NUMBER 00483200-000000.

WHEREAS, an application has been received seeking a special permit allowing a temporary construction staging area at property located at 131 Dubonnet Road, Tavernier, approximately located at mile marker 92 (ocean-side); and

WHEREAS, the Monroe County Board of County Commissioners ("Monroe County", "Board", "BOCC", or the "County") desires to grant the special permit allowing a temporary construction staging area; and

WHEREAS, the temporary construction staging area would facilitate a canal restoration/water quality improvement project being carried out by Monroe County; and

WHEREAS, due notice has been carried out and a public hearing has been held in accordance with Monroe County § 6-3; and

WHEREAS, at said public hearing, the Board considered the full record created before it; and

WHEREAS, the Monroe County BOCC hereby makes the following findings of fact and conclusions of law:

1. The temporary construction staging area is not inconsistent with any of the criterion provided in Monroe County Code of Ordinances § 6-3;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Title, Recitals, Findings of Fact, and Conclusions of Law. The foregoing title, recitals, findings of fact, and conclusions of law are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The foregoing findings of fact and conclusions of law support the Monroe County BOCC's decision to approve the instant request for issuance of this special permit, subject to the following approval conditions:

1. The temporary construction staging area shall only be used in association with the Tavernier breakwater restoration project in Tavernier,
2. The expected commencement date of the temporary construction staging area is no earlier than April 1, 2024. Construction will not extend beyond six (6) months and the termination date of the temporary construction staging area shall be no later than April 30, 2025.
3. Other than fencing, no temporary structure associated with the temporary construction staging area shall be located in any required setback.
4. Upon termination of the temporary construction staging area, the property shall be restored to its prior condition.

Section 3. Construction and Interpretation. This Resolution and its interpretation shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adverse administrative proceedings, at trial, in bankruptcy, and on appeal, and all provisions of the Monroe County Comprehensive Plan, Monroe County Codes, Florida Statutes, floodplain management regulations, and Florida Building Code whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adversarial administrative proceedings, at trial, in bankruptcy, and on appeal.

Section 4. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 5. Severability. If any provision of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 21st day of February, 2024.

Mayor Holly Merrill Raschein, District 5 _____
Mayor *Pro Tem* James K. Scholl, District 3 _____
Commissioner Craig Cates, District 1 _____
Commissioner Michelle Lincoln, District 2 _____
Commissioner David Rice, District 4 _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
MAYOR HOLLY MERRILL RASCHEIN

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 2/6/2024

(SEAL)

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: P2
2023-2091

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Michael Roberts

AGENDA ITEM WORDING:

A Public Hearing to Consider Approval of a Resolution Approving the Issuance of a Special Permit Allowing a Temporary Construction Staging Area at Property Located at 137 Ivanhoe Court, Tavernier, Monroe County, Florida.

ITEM BACKGROUND:
The applicant has requested a special permit to utilize the subject property for a temporary construction staging area. The staging area would facilitate the Canal No. 90 backfill project being carried out by Monroe County in Tavernier.

BACKGROUND INFORMATION:

Location: Key Largo (Tavernier), approximate mile marker 93 (Bayside of US 1)

Address: 137 Ivanhoe Court, Tavernier

Legal Description: Lot 260 And West 10 Feet Of Lot 261 Hammer Point Park Plat Book 6 Page 35 Key Largo having Real Estate (RE) Number 00480111-026000

Property Owner/Applicant: Robert Piezon

Agent: Josh Ptomey, WSP, USA.

Size of Site: 7,280 SF per Monroe County Property Appraiser

Land Use District: Urban Residential – Mobile Home (URM)

Future Land Use Map (FLUM) Designation: Residential High (RH)

Tier Designation: Tier III

Flood Zone: VE-13

Existing Use: Developed Land

Existing Vegetation/Habitat: Scarified/Developed

Community Character of Immediate Vicinity: Single family residential

REVIEW OF APPLICATION:

This project is part of the Water Quality Improvement Program being funded by Monroe County for Canal Restoration. The purpose of the project is to place clean fill material to promote flushing within the unnamed manmade canal located between Hilson Court and Ivanhoe Court, in Tavernier, Florida. The contractor will backfill within the canal to a specified elevation (-8.5') according to technical specifications and plans to eliminate the anoxic zone and promote a viable benthic community. Shallow draft barges will mobilize to the project site utilizing well documented channels to ensure no harm is done to benthic communities within the FKNMS. Once inside the canal with the turbidity barrier in place, the shallow draft barges will be anchored using either spud bars or ropes. The fill material will be placed from land onto the barge systems using a conveyor belt or long reach excavator and will be placed into the water from the barge with an excavator or contractor selected system approved by Monroe County and WSP. Filling of the canal will commence from the front of the canal and will progress towards the rear. If turbid water is observed in between the turbidity barriers at levels that may increase the turbidity in Outstanding Florida Waters (OFW) above background, the contractor will immediately cease operations and install additional turbidity barriers within the canal at pre-determined locations based on where the barges are located at that time and allow for turbidity to subside near the mouth of the canal prior to recommencing operation. The contractor will employ a method of emplacement of the backfill that does not cause turbidity to exceed 0.0 NTUs above the background outside the turbidity curtain at the canal mouth. This will primarily consist of lowering the material into the water rather than dropping it from the excavator bucket.

The subject application is to provide for a temporary construction staging area for equipment and materials. Type of Equipment and Materials to be stored in Staging Area is limited to:

- Clean fill material and long reach excavators to place material from staging area to the canal barge.

The BOCC has the authority to approve temporary construction staging areas in accordance with Monroe County Code (MCC) §6-3. A special permit may be granted by resolution of the BOCC to allow a property to be used as a construction staging area for an off-site project. The BOCC shall hold a public hearing on the request for a temporary construction staging area and shall issue a resolution

granting, granting with conditions or denying the request. The resolution shall take effect on the date of enactment by the BOCC.

Applicability. A temporary construction staging area for an off-site project is a permitted activity in any land use (zoning) district, provided it is approved by a special permit and meets the criteria set forth in MCC §6-3. This special permit shall approve the temporary construction staging area location and use and shall not override or substitute for any other provision of the Florida Building Code and Monroe County Code that require an additional type of building permit, certification or approval.

Criteria. Approval of such a special permit shall be granted only if the following criteria are met:

(1) The temporary construction staging area shall serve a project being carried out in the vicinity of the construction staging area: *In compliance*.

The proposed staging area is adjacent to canal 90 and serves the Canal 90 backfill restoration project.

(2) The temporary construction staging area shall serve a project being carried out by a governmental agency: *In compliance*.

The Canal 90 backfill restoration project is being carried out by Monroe County, Florida.

(3) The temporary construction staging area shall not be located in a tier I designated area: *In compliance.*

The proposed staging area is located on a property that is in a Tier III designated area.

(4) The property subject to the request shall be posted and surrounding property owners within 300 feet shall be notified in writing at least 15 days prior to the BOCC public hearing, with the notice located so it shall be easily visible from all public streets and public ways abutting the property: *In compliance.*

Planning & Environmental Resources Department staff shall carry out the notification as required.

(5) Prior to establishment of the temporary construction staging area, a special building permit approving any associated temporary structure shall be issued in accordance with MCC §6-112: *In compliance.*

The proposed staging area will not have any structure requiring a building permit.

(6) No clearing or filling shall occur to accommodate the temporary construction staging area: *In Compliance.*

The proposed staging area would be located in an open area of a developed lot (Lot 260). No native vegetation is proposed for clearing/removal.

(7) Other than fencing, no temporary structure associated with a temporary construction staging area shall be located in any required setback: *In compliance.*

According to the plans submitted with the application, no structure or storage will be located in a required setback.

(8) The temporary construction staging area shall be compatible with existing uses on surrounding properties, as determined by the BOCC. If necessary, prior to issuance of a special permit allowing the temporary construction staging area, the board may attach conditions to any special permit approval to

1. avoid substantial harm to public health or safety;
2. avoid substantial harm to, or impairment of the normal use of, a public place; and/or
3. avoid substantial harm to the environment.

Depending on the nature and anticipated duration of the use, as a condition of approval to the special permit, the board reserves the right to:

1. Provide a deadline for termination of the construction staging area;
2. Limit the hours of operation;
3. Limit the type of equipment and materials on the site;
4. Require fencing, landscaping and/or other screening to limit potential visual and noise impacts of the use on adjacent property owners; and
5. Require surface water management improvements to the affected site:

The BOCC reserves the right to attach such conditions to any special permit approval at the February 21, 2024 public hearing.

(9) The property shall be restored to its prior condition: *Compliance to be determined upon termination of the staging area.*

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Approval.

DOCUMENTATION:

2024-009 Staff Report
2024-009 COMBINED PLANS Rcvd 01.08.24
Resolution Approving Special Permit for Canal No. 90.pdf

FINANCIAL IMPACT:
N/A

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: The Monroe County Board of County Commissioners

Through: Emily Schemper, Senior Director of Planning & Environmental Resources

From: Michael Roberts, Assistant Director/Environmental Resources

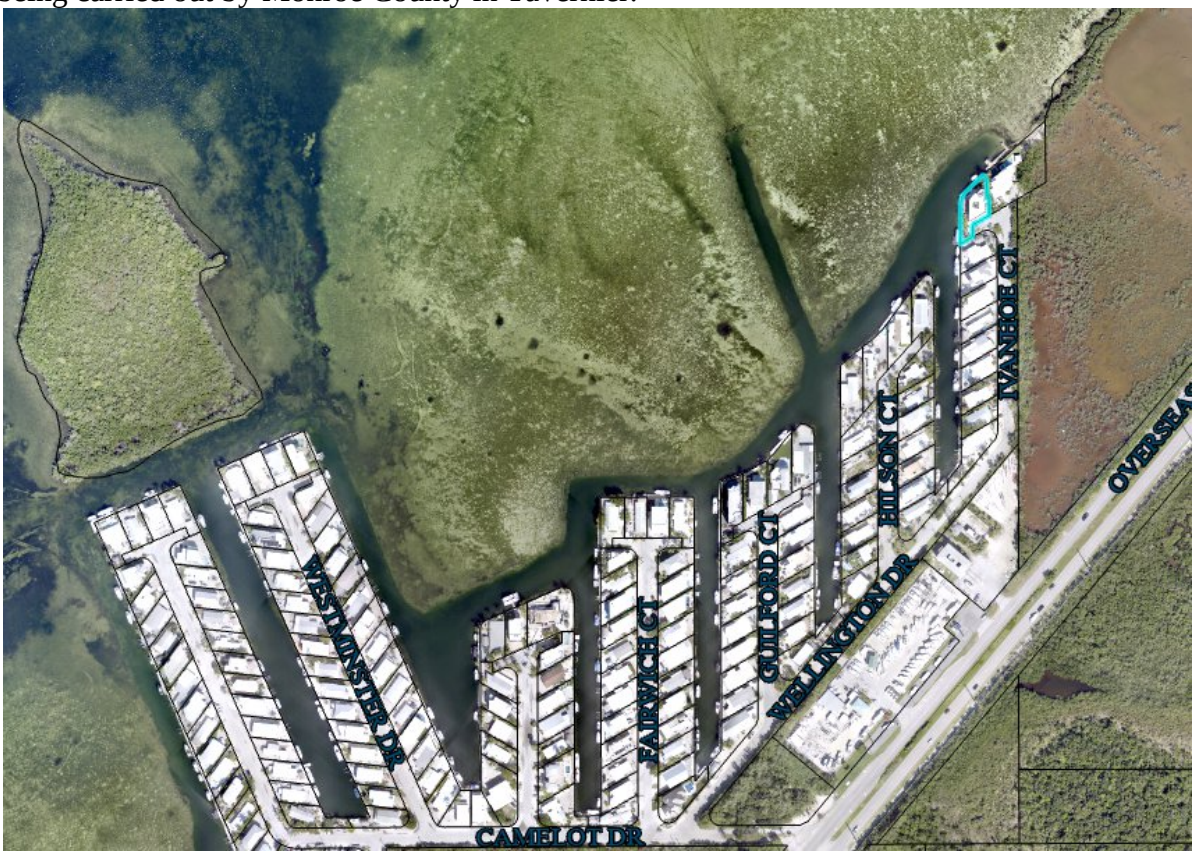
Date: January 30, 2024

Subject: *A public hearing to consider a resolution for the approval of a special permit allowing a temporary construction staging area at property located at 137 Ivanhoe Court Key Largo (Real Estate 00480111-026000), related to the Canal 90 Backfill project.*

Meeting: February 21, 2024

I REQUEST:

The applicant has requested a special permit to utilize the subject property for a temporary construction staging area. The staging area would facilitate the Canal 90 backfill project being carried out by Monroe County in Tavernier.



Subject Property in Blue (Aerial dated 2023)

II BACKGROUND INFORMATION:

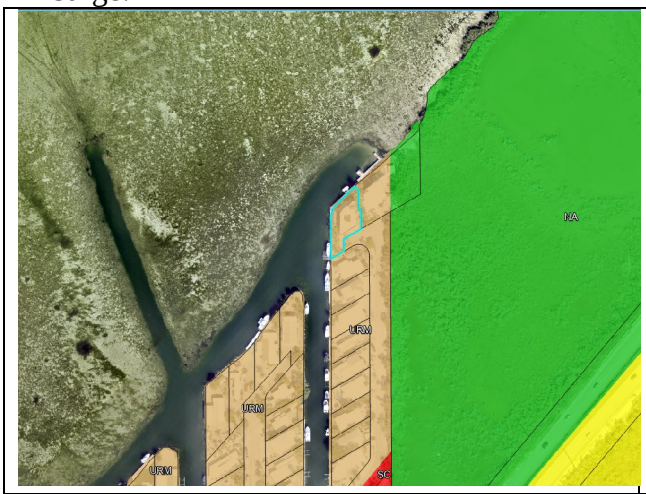
Location: Key Largo (Tavernier), approximate mile marker 93 (Bayside of US 1)
Address: 137 Ivanhoe Court, Tavernier
Legal Description: Lot 260 And West 10 Feet Of Lot 261 Hammer Point Park Plat Book 6 Page 35 Key Largo having Real Estate (RE) Number 00480111-026000
Property Owner/Applicant: Robert Piezon
Agent: Josh Ptomey, WSP, USA.
Size of Site: 7,280 SF per Monroe County Property Appraiser
Land Use District: Urban Residental – Mobile Home (URM)
Future Land Use Map (FLUM) Designation: Residential High (RH)
Tier Designation: Tier III
Flood Zone: VE-13
Existing Use: Developed Land
Existing Vegetation/Habitat: Scarified/Developed
Community Character of Immediate Vicinity: Single family residential

III REVIEW OF APPLICATION:

This project is part of the Water Quality Improvement Program being funded by Monroe County for Canal Restoration. The purpose of the project is to place clean fill material to promote flushing within the unnamed manmade canal located between Hilson Court and Ivanhoe Court, in Tavernier, Florida. The contractor will backfill within the canal to a specified elevation (-8.5') according to technical specifications and plans to eliminate the anoxic zone and promote a viable benthic community. Shallow draft barges will mobilize to the project site utilizing well documented channels to ensure no harm is done to benthic communities within the FKNMS. Once inside the canal with the turbidity barrier in place, the shallow draft barges will be anchored using either spud bars or ropes. The fill material will be placed from land onto the barge systems using a conveyor belt or long reach excavator and will be placed into the water from the barge with an excavator or contractor selected system approved by Monroe County and WSP. Filling of the canal will commence from the front of the canal and will progress towards the rear. If turbid water is observed in between the turbidity barriers at levels that may increase the turbidity in Outstanding Florida Waters (OFW) above background, the contractor will immediately cease operations and install additional turbidity barriers within the canal at pre-determined locations based on where the barges are located at that time and allow for turbidity to subside near the mouth of the canal prior to recommencing operation. The contractor will employ a method of emplacement of the backfill that does not cause turbidity to exceed 0.0 NTUs above the background outside the turbidity curtain at the canal mouth. This will primarily consist of lowering the material into the water rather than dropping it from the excavator bucket.

The subject application is to provide for a temporary construction staging area for equipment and materials. Types of Equipment and Materials to be stored in Staging Area is limited to:

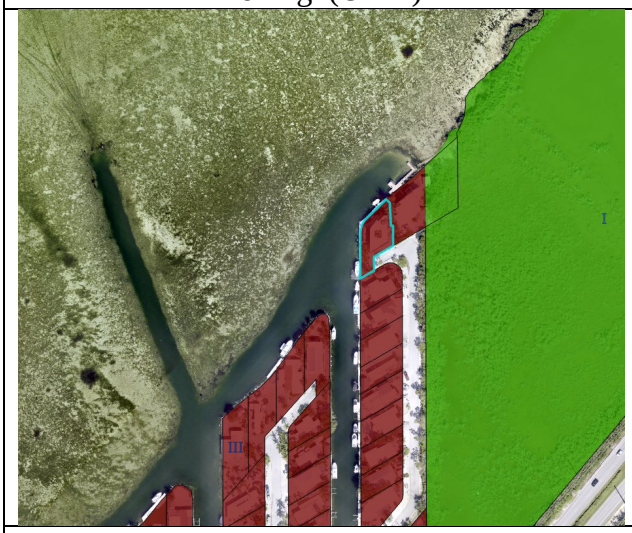
- Clean fill material and long reach excavators to place material from staging area to the canal barge.



Zoning (URM)



FLUM (RH)



Tier Overlay (Tier II)



Hammer Point Lot 260

The BOCC has the authority to approve temporary construction staging areas in accordance with MCC §6-3. A special permit may be granted by resolution by the BOCC to allow a property to be used as a construction staging area for an off-site project. The BOCC shall hold a public hearing on the request for a temporary construction staging area and shall issue a resolution granting, granting with conditions or denying the request. The resolution shall take effect on the date of enactment by the BOCC.

Applicability. A temporary construction staging area for an off-site project is a permitted activity in any land use (zoning) district, provided it is approved by a special permit and meets the criteria set forth in MCC §6-3. This special permit shall approve the temporary construction staging area location and use and shall not override or substitute for any other provision of the Florida Building Code and Monroe County Code that require an additional type of building permit, certification or approval.

Criteria. Approval of such a special permit shall be granted only if the following criteria are met:

(1) The temporary construction staging area shall serve a project being carried out in the vicinity of the construction staging area: *In compliance*.

The proposed staging area is adjacent to canal 90 and serves the Canl 90 backfill restoration project.

(2) The temporary construction staging area shall serve a project being carried out by a governmental agency: *In compliance*.

The breakwater restoration project is being carried out by Monroe County, Florida.

(3) The temporary construction staging area shall not be located in a tier I designated area: *In compliance.*

The proposed staging area is located on a property that is in a Tier III designated area.

(4) The property subject to the request shall be posted and surrounding property owners within 300 feet shall be notified in writing at least 15 days prior to the BOCC public hearing, with the notice located so it shall be easily visible from all public streets and public ways abutting the property: *Compliance to be determined prior to public hearing.*

Planning & Environmental Resources Department staff shall carry out the notification as required.

(5) Prior to establishment of the temporary construction staging area, a special building permit approving any associated temporary structure shall be issued in accordance with MCC §6-112: *In compliance.*

The proposed staging area will not have any structure requiring a building permit.

(6) No clearing or filling shall occur to accommodate the temporary construction staging area: *In Compliance.*

The proposed staging area would be located in an open area of a developed lot (Lot 260). No native vegetation is proposed for clearing (removal).

(7) Other than fencing, no temporary structure associated with a temporary construction staging area shall be located in any required setback: *In compliance.*

According to the plans submitted with the application, no structure or storage will be located in a required setback.

(8) The temporary construction staging area shall be compatible with existing uses on surrounding properties, as determined by the BOCC. If necessary, prior to issuance of a special permit allowing the temporary construction staging area, the board may attach conditions to any special permit approval to

a) avoid substantial harm to public health or safety;
b) avoid substantial harm to, or impairment of the normal use of, a public place; and/or
c) avoid substantial harm to the environment.

Depending on the nature and anticipated duration of the use, as a condition of approval to the special permit, the board reserves the right to:

a) Provide a deadline for termination of the construction staging area;
b) Limit the hours of operation;
c) Limit the type of equipment and materials on the site;
d) Require fencing, landscaping and/or other screening to limit potential visual and noise impacts of the use on adjacent property owners; and
e) Require surface water management improvements to the affected site:

The BOCC reserves the right to attach such conditions to any special permit approval at the February 21, 2024 public hearing.

(9) The property shall be restored to its prior condition: *Compliance to be determined upon termination of the staging area.*

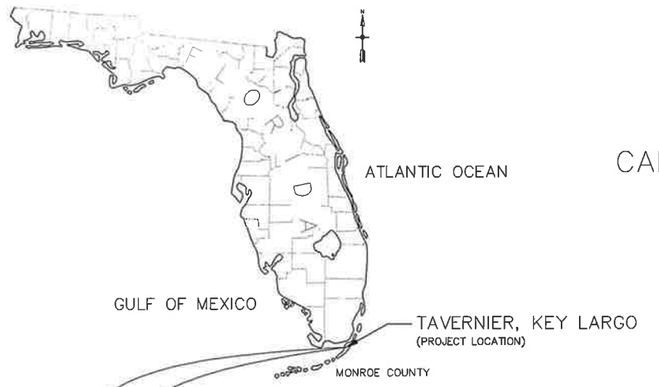
IV RECOMMENDATION:

The Planning & Environmental Resources Department recommends approval.

Attachments:
Design, Permitting & Construction Drawings

MONROE COUNTY

GENERAL SCOPE OF WORK FOR DESIGN AND PERMITTING OF CANAL #90 BACKFILLING RESTORATION



MONROE COUNTY, FLORIDA
SECTION 22, TOWNSHIP 62 SOUTH, RANGE 38 EAST



PROJECT VICINITY MAP
VICINITY MAP (NOT TO SCALE)

VERTICAL DATUM:
THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) = NAVD88 + 1.56'

BOARD OF COUNTY COMMISSIONERS:

DAVID RICE, MAYOR
CRAIG CATES, MAYOR PRO TEM
MICHELLE COLDIRON, COMMISSIONER
HOLLY RASCHEIN, COMMISSIONER
JIM SCHOLL, COMMISSIONER

ROMAN GASTESI, COUNTY ADMINISTRATOR

RHONDA HAAG, CHIEF RESILIENCE OFFICER

PREPARED FOR:
MONROE COUNTY PUBLIC WORKS AND ENGINEERING
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

PREPARED BY:
TETRA TECH, INC.
759 SOUTH FEDERAL HWY, SUITE 314
STUART, FLORIDA 34994
TEL: (772) 781-3400

INDEX OF SHEETS

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G001	COVER SHEET	9/28/2022	
G002	GENERAL NOTES	9/28/2022	
C100	EXISTING SITE PLAN	9/28/2022	
C101	EXISTING SITE CONDITION (1 OF 2)	9/28/2022	
C102	EXISTING SITE CONDITION (2 OF 2)	9/28/2022	
C200	PROPOSED SITE PLAN AND STAGING AREAS	9/28/2022	
C300	EROSION AND SEDIMENT CONTROL PLAN	9/28/2022	
C400	PROPOSED MAINTENANCE OF TRAFFIC PLAN	9/28/2022	
C500	CROSS-SECTIONS LOCATION PLAN (1 OF 3)	9/28/2022	
C501	CROSS-SECTIONS LOCATION PLAN (2 OF 3)	9/28/2022	
C502	CROSS-SECTIONS LOCATION PLAN (3 OF 3)	9/28/2022	
C600	NORTH-SOUTH CROSS-SECTIONS	9/28/2022	
C601	WEST-EAST CROSS-SECTIONS	9/28/2022	
C700	EROSION & SEDIMENTATION CONTROL DETAILS (1 OF 2)	9/28/2022	
C701	EROSION & SEDIMENTATION CONTROL DETAILS (2 OF 2)	9/28/2022	

FOR PERMITTING

BEFORE YOU DIG
1. CALL 811 OR 1-800-432-4770 TO PROVIDE TWO FULL BUSINESS DAYS OF ADVANCED "THE INTENT TO DIG" NOTICE.
2. WAIT FOR EACH UTILITY AGENCY TO IDENTIFY WITH COLOR-CODED PAINT OR FLAGS UNDEGROUND UTILITY LINES.

Sunshine811 Know what's below. Call before you dig.

Designed by: DP
Drawn By: DP
Checked By: DP/AM
Date: 9/28/2022
Design file no.
Scale: --

TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-3400
FAX: (772) 781-3411
CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
COVER SHEET
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
G001
Sheet 1 of 15

3016

GENERAL NOTES

1. PROJECT OWNER'S NAME AND ADDRESS:
   MONROE COUNTY PUBLIC WORKS AND ENGINEERING
   1100 SIMONTON STREET
   KEY WEST, FL 33040
2. PROJECT LOCATION: LAT: 25° 1' 44.20" LONG: 80° 30' 27.42"
3. AREA ESTIMATE OF PROPOSED AREA OF WORK IS 0.96 ± ACRES.
4. PROJECT STREET ADDRESS: CANAL #90 WELLINGTON DRIVE, TAVERNIER, FLORIDA 33070
5. IT IS CONTRACTORS RESPONSIBILITY TO REVIEW ALL DRAWINGS AND SPECIFICATIONS FOR COMPLETENESS AND ACCURACY. ALL DISCREPANCIES IN PLANS OR SPECIFICATIONS ARE TO BE BROUGHT UP IN WRITING TO MONROE COUNTY.
6. CONSTRUCTION WORK SHALL NOT TAKE PLACE OUTSIDE OF THE DESIGNATED STAGING AREA(S) LIMITS UNLESS APPROVED BY MONROE COUNTY.
7. THE AWARDED CONTRACTOR SHALL HAVE PRE-CONSTRUCTION MEETING WITH MONROE COUNTY TO DISCUSS COMPLEXITY, PUBLIC OUTREACH, AND SPECIAL CONSIDERATIONS WITH THE PROJECT.
8. THE CONTRACTOR SHALL CONTACT THE SUNSHINE STATE ONE CALL OF FLORIDA, INC. UTILITIES NOTIFICATION CENTER AT 811 (OR AT 800-432-4770) AT LEAST 48 HOURS PRIOR TO MOBILIZATION OR ANY CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT MAINTENANCE OF TRAFFIC (MOT) PLAN IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND LOCAL REQUIREMENTS. THE CONTRACTOR SHALL SUBMIT MOT PLAN TO MONROE COUNTY FOR REVIEW AND APPROVAL PRIOR TO BEGINNING OF THE WORK. ONCE MOT IS APPROVED CONTRACTOR SHALL INSTALL SPECIFIED MOT PLAN ROAD SIGNS AND ROAD WORK ZONE PROTECTION WHEN WORKING ALONG ACCESS ROADS.
10. DESCRIPTION: DUE TO THE INLAND RECEDED POSITION OF THE CANAL AND LACK OF TIDAL FLUSHING, THE CANAL FLOOR DOES NOT SUPPORT MACROFLORA AND MACROFAUNA COMMUNITIES. HABITAT-FORMING COMMUNITIES ARE ABSENT. THE CANAL FLOOR HAS A RELATIVELY UNIFORM LAYER OF BIOFILM RESPONSIBLE FOR PRODUCTION OF HYDROGEN SULFIDE WHICH IS PREVENTING THE INHABITANCE OF FISH AND OTHER MARINE ORGANISMS.
11. SCOPE OF WORK: BACKFILL THE CANAL TO THE SPECIFIED ELEVATION INDICATED IN THE ECOLOGICAL REPORT AND SHOWN ON THE PLANS. REMOVE CONSTRUCTION AND DEMOLITION DEBRIS FROM SITE'S PREMISES AND DISPOSE ALL DEBRIS ACCORDING TO RELEVANT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) REGULATIONS.
12. PRE-CONSTRUCTION AND CONSTRUCTION SEQUENCE OF MAJOR ACTIVITIES AS FOLLOWS:
    - 12.1. SCHEDULE PRE-CONSTRUCTION (KICK-OFF) MEETING WITH MONROE COUNTY AND SUBCONTRACTORS.
    - 12.2. SECURE ALL PERMITS.
    - 12.3. CONTACT THE SUNSHINE STATE ONE CALL OF FLORIDA, INC. UTILITIES NOTIFICATION CENTER.
    - 12.4. IMPLEMENT APPROVED MOT PLAN.
    - 12.5. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS (ESC) TO BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
    - 12.6. CONSTRUCT STAGING AREA(S).
    - 12.7. BACKFILL CANAL ACCORDING TO PRESCRIBED TECHNICAL RECOMMENDATIONS AND PLANS
    - 12.8. STABILIZE DISTURBED AREAS AS NEEDED.
    - 12.9. OBTAIN FINAL APPROVAL TO REMOVE EROSION AND SEDIMENTATION CONTROLS AND STABILIZE ANY AREA DISTURBED DURING THE DEMOBILIZATION AND ESC REMOVAL PROCESS.

SURVEY

13. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021. INFORMATION FROM THIS SURVEY ARE INCLUDED ON THESE DESIGN DOCUMENTS. REFER TO THE SURVEY INCLUDED IN THE CONTRACT DOCUMENTS FOR ITS LIMITATIONS.
14. HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE (0901).
15. COORDINATES WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GNSS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY, RELATIVE TO THE NEAREST CONTROL POINT WITHIN THE NATIONAL GEODETIC SURVEY (NGS) GEODETIC CONTROL NETWORK.
16. METHOD: WIDE AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (TRIMBLE VRS).
17. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
18. BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK: DESIGNATION B 276, P.I.D. AC0454, ELEVATION 3.40' (NAVD 1988).
19. ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.

TEMPORARY EROSION AND SEDIMENTATION CONTROLS

20. THE EROSION AND SEDIMENTATION CONTROL MEASURES, SHOWN ON PLAN SHEET C300 AND DETAIL SHEETS C700 AND C701, ARE THE MINIMUM RECOMMENDED. IF PROPOSED EROSION CONTROL SYSTEM DOES NOT PERFORM SATISFACTORY, ALTERNATIVE OR ADDITIONAL METHODS OF PROTECTION SHALL BE IMPLEMENTED BY THE CONTRACTOR IN ORDER TO COMPLY WITH THE REGULATORY AGENCY. SIGNIFICANT ADDITIONS AND/OR MODIFICATIONS SHALL BE APPROVED BY THE PROJECT ENGINEER.
21. THE CONTRACTOR SHALL MINIMIZE THE IMPACTS TO SURROUNDING AREAS OUTSIDE THE LIMITS OF CONSTRUCTION FROM EROSION, SEDIMENTATION, AND RUNOFF.
22. INSTALLATION, INSPECTIONS AND REPAIRS MUST BE CONDUCTED UNDER THE DIRECTION AND SUPERVISION OF QUALIFIED PERSONNEL.
23. IN THE AREAS WHERE CONSTRUCTION ACTIVITIES HAVE BEEN SUSPENDED FOR MORE THAN 7 DAYS OR PERMANENTLY CEASED, THE DISTURBED GROUND SHALL BE STABILIZED AS SOON AS PRACTICABLE. NO DISTURBED GROUND SHALL BE LEFT UNSTABILIZED FOR THE PERIOD LONGER THAN 14 DAYS.
24. IF TECHNICAL INFORMATION FROM THE EROSION CONTROL MANUFACTURER CONTRADICTS TO THE SIMILAR INFORMATION DEPICTED IN SPECIFICATIONS, PLANS, AND DETAILS THE MOST RESTRICTIVE APPLIES.
25. IF TRENCHING IS NOT POSSIBLE DUE TO (THE IMPERMEABLE) GROUND CONDITIONS COMPOSITE FILTER SOCK CAN BE INSTALLED IN LIEU OF SILT FENCE.
26. ALL EROSION CONTROLS SHALL BE SUFFICIENTLY MAINTAINED UNTIL COMPLETION OF THE PROJECT.
27. PROTECT EXISTING AND PROPOSED STORMWATER INLETS DURING CONSTRUCTION WITH APPLICABLE AND APPROPRIATE SEDIMENTATION CONTROLS.
28. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEANS AND METHODS TO ELIMINATE THE TRANSPORT OF DUST AND LOOSE SEDIMENT FROM THE PROJECT SITE. SWEEP ROADS AND CONSTRUCTION SITE PERIODICALLY TO REMOVE CONSTRUCTION DEBRIS AND SEDIMENT. SPECIAL MEASURES, SUCH AS PERIODICALLY APPLYING WATER TO THE WORK SITE TO PREVENT DUST SHALL BE INCORPORATED INTO THE CONTRACTOR'S WORK PLAN.
29. DISTURBED GRASSED AREAS SHALL BE RE-SODDED AND RESTORED PRIOR TO PROJECT TURN-OVER. ALL AREAS DISTURBED, DAMAGED, OR DEGRADED BY THE CONTRACTOR SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION OR BETTER.
30. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL REQUIREMENTS OF THE FDEP AND OTHER RELEVANT PERMITS FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND SWPPP. ALL DISCHARGE FROM DEWATERING OPERATIONS SHALL BE CONTAINED ON-SITE.
31. REFER TO DETAIL SHEET (C700) FOR DESIGN CRITERIA AND CONSTRUCTION OF SILT FENCE, FLOATING AND STAKED TURBIDITY BARRIERS, COMPOSITE FILTER SOCK, AND DETAIL SHEET (C701) FOR SOIL TRACKING PREVENTION DEVICE (STPD).
32. REFER TO DETAIL SHEET (C700) FOR SILT FENCE INSPECTION FREQUENCY AND MAINTENANCE.

EXISTING INFRASTRUCTURE AND UTILITIES

33. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL PERTINENT UTILITY COMPANIES/AGENCIES PRIOR TO CONSTRUCTION.
34. THE CONTRACTOR SHALL CONTACT THE SUNSHINE STATE ONE CALL OF FLORIDA, INC. UTILITIES NOTIFICATION CENTER AT 811 (OR AT 800-432-4770) AT LEAST 48 HOURS PRIOR TO MOBILIZATION OR ANY CONSTRUCTION ACTIVITIES.
35. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL ENSURE THAT THE PROJECT AREA IS ACCESSIBLE TO MONROE COUNTY AND OTHER UTILITY AGENCY REPRESENTATIVES.
36. IT SHALL BE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE NECESSARY PRECAUTIONS WHEN CONDUCTING WORK IN THE VICINITY OF THE EXISTING UTILITY LINES.
37. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD LINES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN MINIMAL CLEARANCE TO ALL OVERHEAD POWER LINES AS REQUIRED BY OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) 1910.269(k)(2)(i).
38. IN THE EVENT OF DAMAGED UTILITY LINE (OR ITS FEATURE), THE CONTRACTOR IS RESPONSIBLE FOR REPAIR/REPLACEMENT OF THE DAMAGED UTILITY LINE (OR ITS COMPONENT). THE PERTINENT UTILITY COMPANY AND MONROE COUNTY SHALL BE IMMEDIATELY NOTIFIED BY THE CONTRACTOR.
39. ALL DAMAGED SUSTAINED TO EXISTING INFRASTRUCTURE SHALL BE REPAIRED/REPLACED BY THE CONTRACTOR AND RESTORED TO MATCH PRE-CONSTRUCTION CONDITIONS OR BETTER.

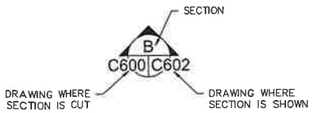
ABBREVIATIONS AND ACRONYMS - STANDARD

CBW	CONCRETE BLOCK WALL
CONC	CONCRETE
DIA	DIAMETER
E	EASTING
ESC	EROSION AND SEDIMENTATION CONTROLS
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FT	FOOT
HORIZ.	HORIZONTAL
H	HORIZINTAL
ID	IDENTIFICATION
LB	POUND
LBS	POUNDS
MHHW	MEAN HIGHER HIGH WATER
MIN	MINIMUM
MLLW	MEAN LOWER LOW WATER
MOT	MAINTENANCE OF TRAFFIC
N	NORTHING
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM (1988)
NGS	NATIONAL GEOGRAPHIC SURVEY
NGVD	NATIONAL GEOGRAPHIC VERTICAL DATUM (1929)
NO	NUMBER
NOAA	NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NTS	NOT TO SCALE
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
OZ	OUNCE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
R/W	RIGHT OF WAY LINE
RCP	REINFORCED CONCRETE PIPE
RTK	REAL-TIME KINEMATIC
SEC	SECTION
SPEC	SPECIFICATION
STA	STATIONING
STD.	STANDARD
STPD	SOIL TRACKING PREVENTION DEVICE
TYP	TYPICAL
VERT.	VERTICAL
V	VERTICAL

GOVERNING CODES:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD)
UNITED STATES ARMY CORPS OF ENGINEERS (USACE)
MONROE COUNTY

SYMBOLOGY





℄	CENTERLINE
#	NUMBER
'	FOOT
"	INCHES (OR MINUTES)
°	DEGREE
&	AND

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.55'

Sunshine 811 Know what's below. Call before you dig.

Designed By:	DP
Drawn By:	DP
Checked By:	DP/DM
Date:	9/28/2022
Design file no.	
Scale:	NTS

No.	Description	Date
1	Addendum	1/6/2023
2	Bid Set	2/1/2023
3	Permit Set	3/1/2023
4	Bid Set	4/1/2023

TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-0400
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION

GENERAL NOTES

TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
G002
Sheet 2 of 15

3017



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
3. LOCATIONS OF GUY POLES, UTILITY POLES, OVERHEAD POWER LINES, AND CATCH BASINS ARE APPROXIMATE. OFF-THE-GROUND POWER LINE HEIGHT CLEARANCES SHALL BE VERIFIED BY THE RESPONSIBLE CONTRACTOR.
4. BOAT LIFT LOCATIONS ARE APPROXIMATE.
5. THE IDENTIFIED CATCH BASIN AND STORMWATER DRAINAGE CULVERT MUST BE PROTECTED AT ALL TIMES AND REMAIN FUNCTIONING DURING CONSTRUCTION.

0 30' 60'

LEGEND

- APPROXIMATE LOCATION OF UNDERWATER CANAL CUT LINE
- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- GUY POLE
- UTILITY POLE
- OVERHEAD POWER LINE LOCATION
- STORMWATER OUTFALL (CONCRETE CULVERT)
- BOAT LIFT FRAME (ON INCLINED SUPPORT BEAMS TO CANAL BOTTOM/SIDE SLOPE)
- SURVEYED BENCHMARK
- x 20.41 SURVEYED ELEVATION POINT (IN FEET)
- SEAWALL
- MANGROVE PROTECTION AREA

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine811 Know what's below. Call before you dig.

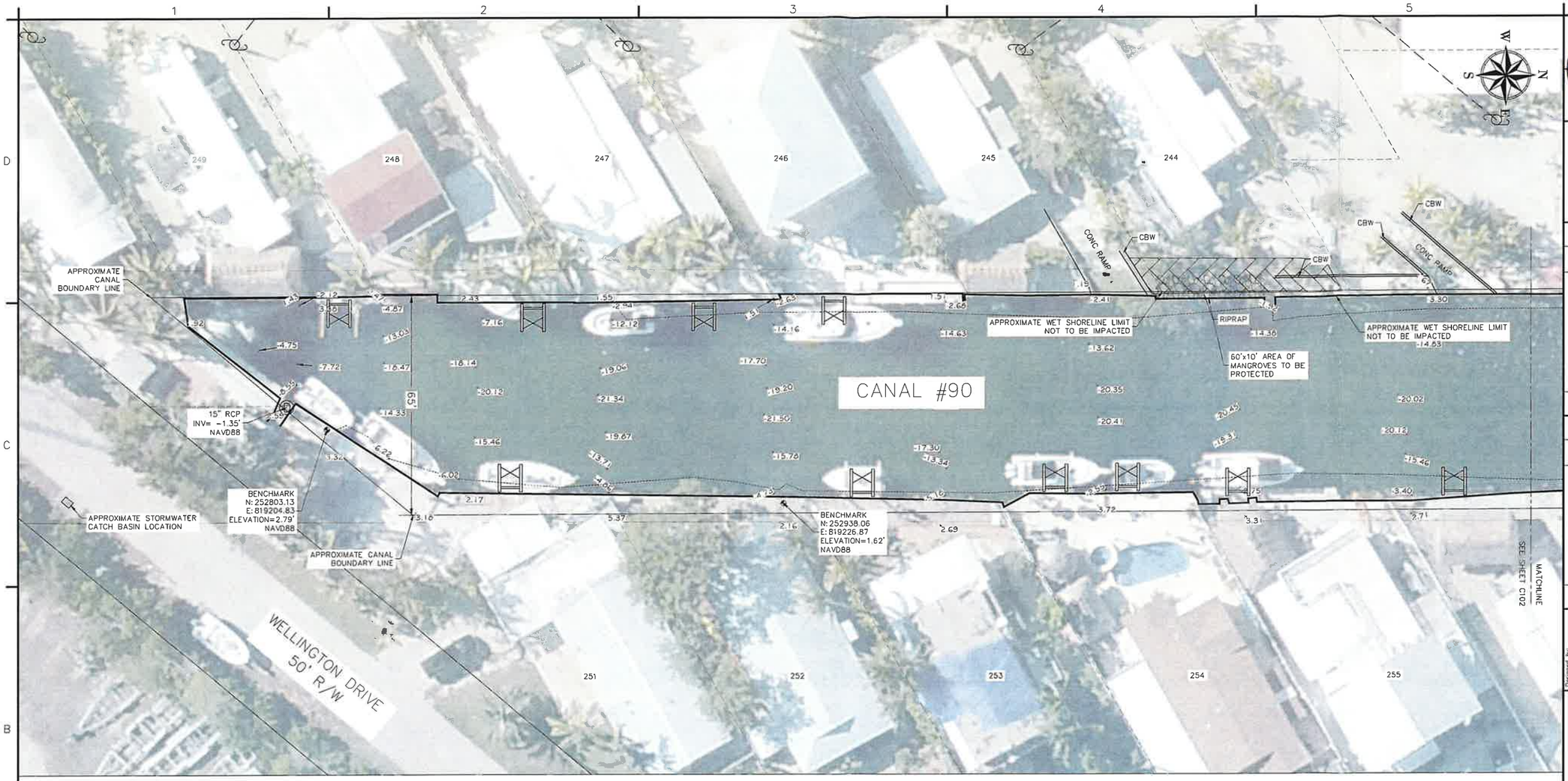
Designed by: DP
Drawn By: DP
Checked By: DP/TM
Date: 9/28/2022
Drawing File: M:\MONROE COUNTY\CANAL #90\DWG\EXISTING SITE PLAN.DWG
Scale: 1"=30'

TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-1400
FAX: (772) 781-1411
CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
EXISTING SITE PLAN
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference: C100
Sheet 3 of 15

3018



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
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0 15' 30'

LEGEND

- APPROXIMATE LOCATION OF UNDERWATER CANAL CUT LINE
- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- GUY POLE
- UTILITY POLE
- OVERHEAD POWER LINE LOCATION
- STORMWATER OUTFALL (CONCRETE CULVERT)
- BOAT LIFT FRAME (ON INCLINED SUPPORT BEAMS TO CANAL BOTTOM/SIDE SLOPE)
- SURVEYED BENCHMARK
- x -20.41 SURVEYED ELEVATION POINT (IN FEET)
- SEAWALL
- MANGROVE PROTECTION AREA

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine811 Know what's below. Call before you dig.

Designed by: DP
Drawn By: BP
Checked By: DP
Date: 9/28/2022
Savings File no: Scale: 1"=15'

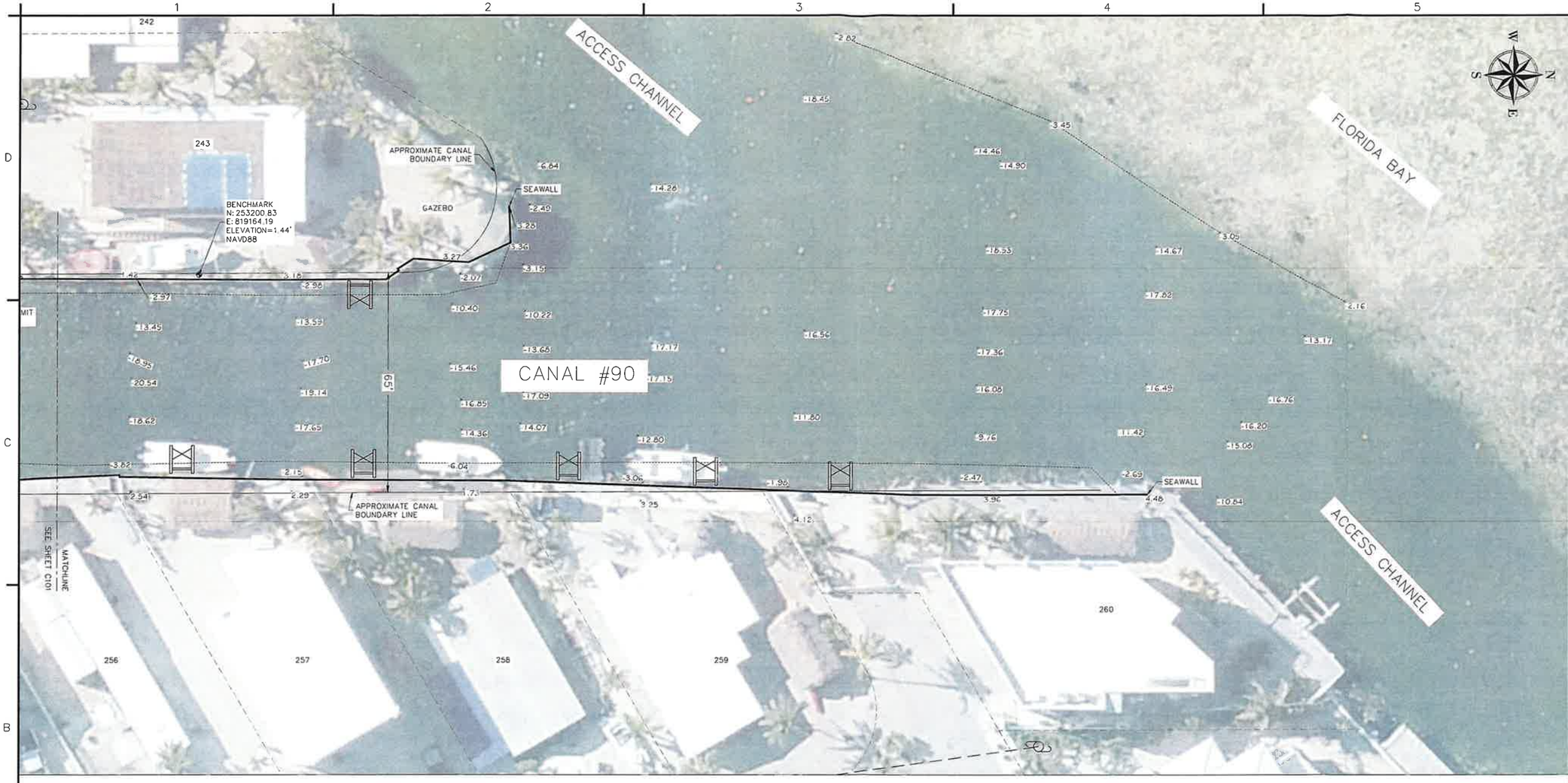
TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-3400
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
EXISTING SITE PLAN (1 OF 2)
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference: C101
Sheet 4 of 15

3019



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
3. LOCATIONS OF GUY POLES, UTILITY POLES, OVERHEAD POWER LINES, AND CATCH BASINS ARE APPROXIMATE. OFF-THE-GROUND POWER LINE HEIGHT CLEARANCES SHALL BE VERIFIED BY THE RESPONSIBLE CONTRACTOR.
4. BOAT LIFT LOCATIONS ARE APPROXIMATE.
5. THE IDENTIFIED CATCH BASIN AND STORMWATER DRAINAGE CULVERT MUST BE PROTECTED AT ALL TIMES AND REMAIN FUNCTIONING DURING CONSTRUCTION.

0 15' 30'

LEGEND

- APPROXIMATE LOCATION OF UNDERWATER CANAL CUT LINE
- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- GUY POLE
- UTILITY POLE
- OVERHEAD POWER LINE LOCATION
- BOAT LIFT FRAME (ON INCLINED SUPPORT BEAMS TO CANAL BOTTOM/SIDE SLOPE)
- SURVEYED BENCHMARK
- X 20.41 SURVEYED ELEVATION POINT (IN FEET)
- SEAWALL

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine811 Know what's below. Call before you dig.

No.	Description	Date	Appr.
1	Permit		

Designed by: DP
Drawn By: DP
Checked By: DP
Date: 9/28/2022
Design file ref: 01_CANAL_90_BACKFILLING_RESTORATION
Scale: 1" = 15'

TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2336
TEL: (772) 781-5600
FAX: (772) 781-5611

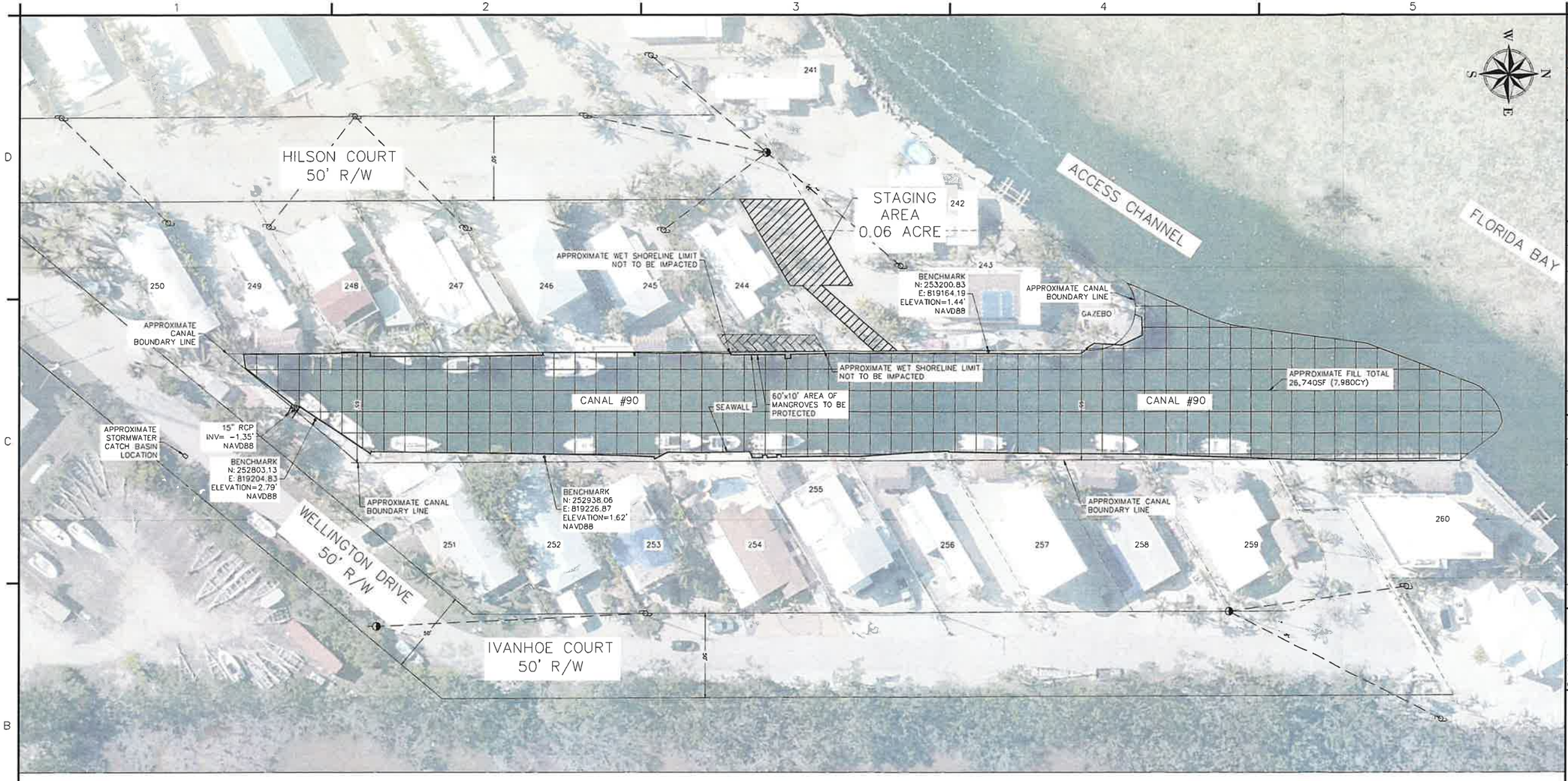
CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION

EXISTING SITE PLAN (2 OF 2)

TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
C102
Sheet 5 of 15



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
3. LOCATIONS OF GUY POLES, UTILITY POLES, OVERHEAD POWER LINES, AND CATCH BASINS ARE APPROXIMATE. OFF-THE-GROUND POWER LINE HEIGHT CLEARANCES SHALL BE VERIFIED BY THE RESPONSIBLE CONTRACTOR.
4. THE IDENTIFIED CATCH BASIN AND STORMWATER DRAINAGE CULVERT MUST BE PROTECTED AT ALL TIMES AND REMAIN FUNCTIONING DURING CONSTRUCTION.
5. EXISTING BOAT LIFTS ARE TO REMAIN. BOATS ARE TO BE REMOVED FROM THE CANAL BY THE OWNERS AT THE DISCRETION OF THE CONTRACTOR DURING PROPOSED WORK OPERATIONS.
6. THE SOIL USED FOR BACKFILL MATERIAL TO -9.5FT (NAVD 1988) DEPTH SHALL BE CLEAN, GRANULAR SOIL HAVING NO MORE THAN 4% BY WEIGHT ORGANICS AND NO MORE THAN 10% BY WEIGHT PASSING NUMBER 200 SIEVE.
7. THE SOIL USED FOR BACKFILL MATERIAL TO -8.5FT (NAVD 1988) DEPTH SHALL BE CLEAN, CALCIUM CARBONATE SAND FROM A LOCAL SOUTH FLORIDA SOURCE THAT CONTAINS LESS THAN 5% FINES PASSING THROUGH NUMBER 200 SIEVE.
8. CONTRACTOR SHALL PROTECT EXISTING MANGROVES. EXISTING MANGROVES SHALL NOT BE TRIMMED OR MODIFIED.
9. ACCESS TO EACH PROPERTY MUST BE MAINTAINED AT ALL STAGING AREAS AT ALL TIMES DURING CONSTRUCTION.

0 30' 60'

LEGEND

- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- STORMWATER OUTFALL (CONCRETE CULVERT)
- GUY POLE
- UTILITY POLE
- OVERHEAD POWER LINE LOCATION
- CANAL #90 BACKFILL AREA (0.90 ACRES)
- STAGING AREA
- MANGROVE PROTECTION AREA
- SURVEYED BANCHMARK

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

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Drawn By: DP
Checked By: EM/TJ
Date: 9/28/2022
Drawn File no: SCALE: AS NOTED
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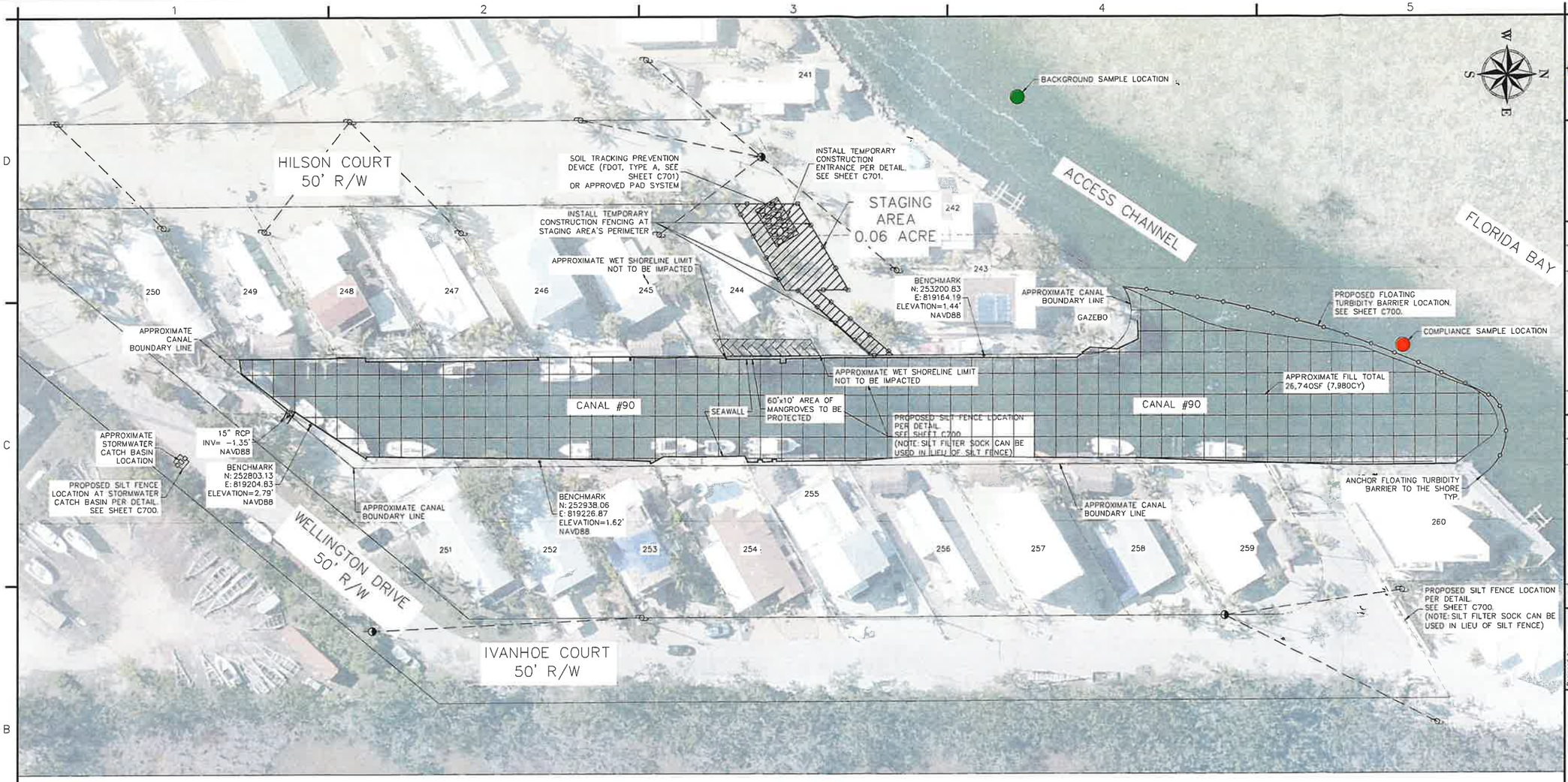
TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2336
TEL: (772) 781-1600
FAX: (772) 781-1411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
PROPOSED SITE PLAN AND STAGING AREAS
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
C200
Sheet 6 of 15

3021



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
3. LOCATIONS OF GUY POLES, UTILITY POLES, OVERHEAD POWER LINES, AND CATCH BASINS ARE APPROXIMATE. OFF-THE-GROUND POWER LINE HEIGHT CLEARANCES SHALL BE VERIFIED BY THE RESPONSIBLE CONTRACTOR.
4. THE IDENTIFIED CATCH BASIN AND STORMWATER DRAINAGE CULVERT MUST BE PROTECTED AT ALL TIMES AND REMAIN FUNCTIONING DURING CONSTRUCTION.
5. CONTRACTOR SHALL REVIEW PROPOSED EROSION AND SEDIMENT CONTROL LOCATIONS AND TYPES. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION AND MODIFICATION OF THE EROSION AND SEDIMENT CONTROLS ACCORDING TO THE SITE CONDITIONS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR TO ANY DAMAGE TO EXISTING ASPHALT ROAD CAUSED BY SOIL TRACKING PREVENTION SYSTEM.
7. CONTRACTOR TO COORDINATE LOCATION OF STAGING AREA WITH MONROE COUNTY. CONTRACTOR TO MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.

0 30' 60'

LEGEND

- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- STORMWATER OUTFALL (CONCRETE CULVERT)
- SILT FENCE (OR ITS EQUIVALENT)
- FLOATING TURBIDITY BARRIER
- CANAL #90 BACKFILL AREA (0.90 ACRES)
- STAGING AREA
- SURVEYED BENCHMARK
- MANGROVE PROTECTION AREA

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine811 Know what's below. Call before you dig.

Designed by: DP
Drawn by: DP
Checked by: PM
Date: 9/28/2022
Design file no: P:\DWG_R_MRTL_MONROE\DWG\C300-EROSION AND SEDIMENT CONTROL PLAN.DWG
Scale: 1"=30'

TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2536
TEL: (772) 781-0440
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
EROSION AND SEDIMENT CONTROL PLAN
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
C300
Sheet 7 of 15

3022

PROPOSED VICINITY LOCATION OF TRAFFIC SIGN WARNING PUBLIC OF CONSTRUCTION ACTIVITY AND TRUCK TRAFFIC

PROPOSED VICINITY LOCATION OF TRAFFIC SIGN WARNING PUBLIC OF CONSTRUCTION ACTIVITY AND TRUCK TRAFFIC

PROPOSED VICINITY LOCATION OF TRAFFIC SIGN WARNING PUBLIC OF CONSTRUCTION ACTIVITY AND TRUCK TRAFFIC

PROPOSED VICINITY LOCATION OF TRAFFIC SIGN WARNING PUBLIC OF CONSTRUCTION ACTIVITY IN THE CANAL

PROPOSED VICINITY LOCATION OF TRAFFIC SIGN WARNING PUBLIC OF CONSTRUCTION ACTIVITY AND TRUCK TRAFFIC

CAMELOT DR.

WELLINGTON DR.

HILSON CT.

IVANHOE CT.

US HW 1

KEY LARGO

GULF OF MEXICO

STAGING AREA

CANAL #90

241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260

NOTES:

1. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
2. CONTRACTOR SHALL PREPARE MAINTENANCE OF TRAFFIC PLAN AND USE THIS PLAN AS A GUIDE. THE CONTRACTOR'S PLAN SHALL RECEIVE APPROVAL FROM MONROE COUNTY BEFORE COMMENCEMENT OF CONSTRUCTION WORK.
3. PROPOSED TEMPORARY MAINTENANCE OF TRAFFIC SIGNS SHALL BE PLACED DURING SITE MOBILIZATION AND IS SUBJECT TO MONROE COUNTY'S APPROVAL. SIGNS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONSTRUCTION WORK AND WILL BE REMOVED DURING SITE DEMOBILIZATION PHASE.

0 60' 120'

LEGEND

- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- CANAL #90 BACKFILL AREA (0.90 ACRES)
- STAGING AREA

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine 811 Know what's below. Call before you dig.

Designed by: DP
Drawn By: DP
Checked By: DP/TW
Date: 04/26/2022
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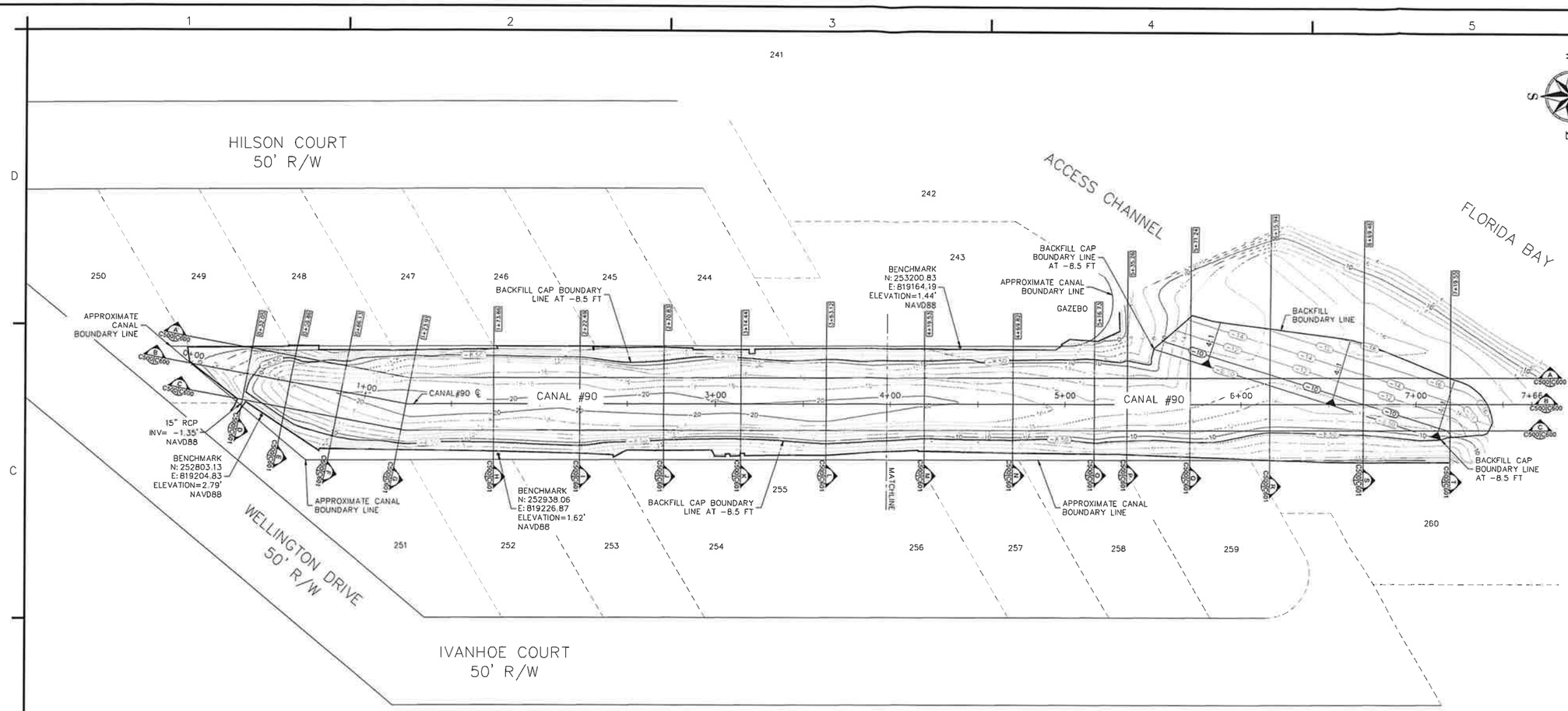
TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 214
STUART, FL 34994-2936
TEL: (772) 781-3400
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
PROPOSED MAINTENANCE OF TRAFFIC PLAN
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
C400
Sheet 8 of 15

3023



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
4. POTENTIAL SETTLEMENT OF MUDLINE DUE TO CONSOLIDATION OF THE SEDIMENT LAYER IS NOT DEPICTED IN SECTION/CROSS-SECTION VIEWS.

0 30' 60'

LEGEND

- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- (D) STORMWATER OUTFALL (CONCRETE CULVERT)
- -10- EXISTING MAJOR ELEVATION CONTOUR (IN FEET)
- -10- EXISTING MINOR ELEVATION CONTOUR (IN FEET)
- SURVEYED BENCHMARK
- (-10) PROPOSED MAJOR ELEVATION CONTOUR (IN FEET)
- (-12) PROPOSED MINOR ELEVATION CONTOUR (IN FEET)
- 4:1 FILL SLOPE (HORIZONTAL PROJECTION TO VERTICAL ELEVATION (4:1))
- SEAWALL

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine811 Know what's below. Call before you dig.

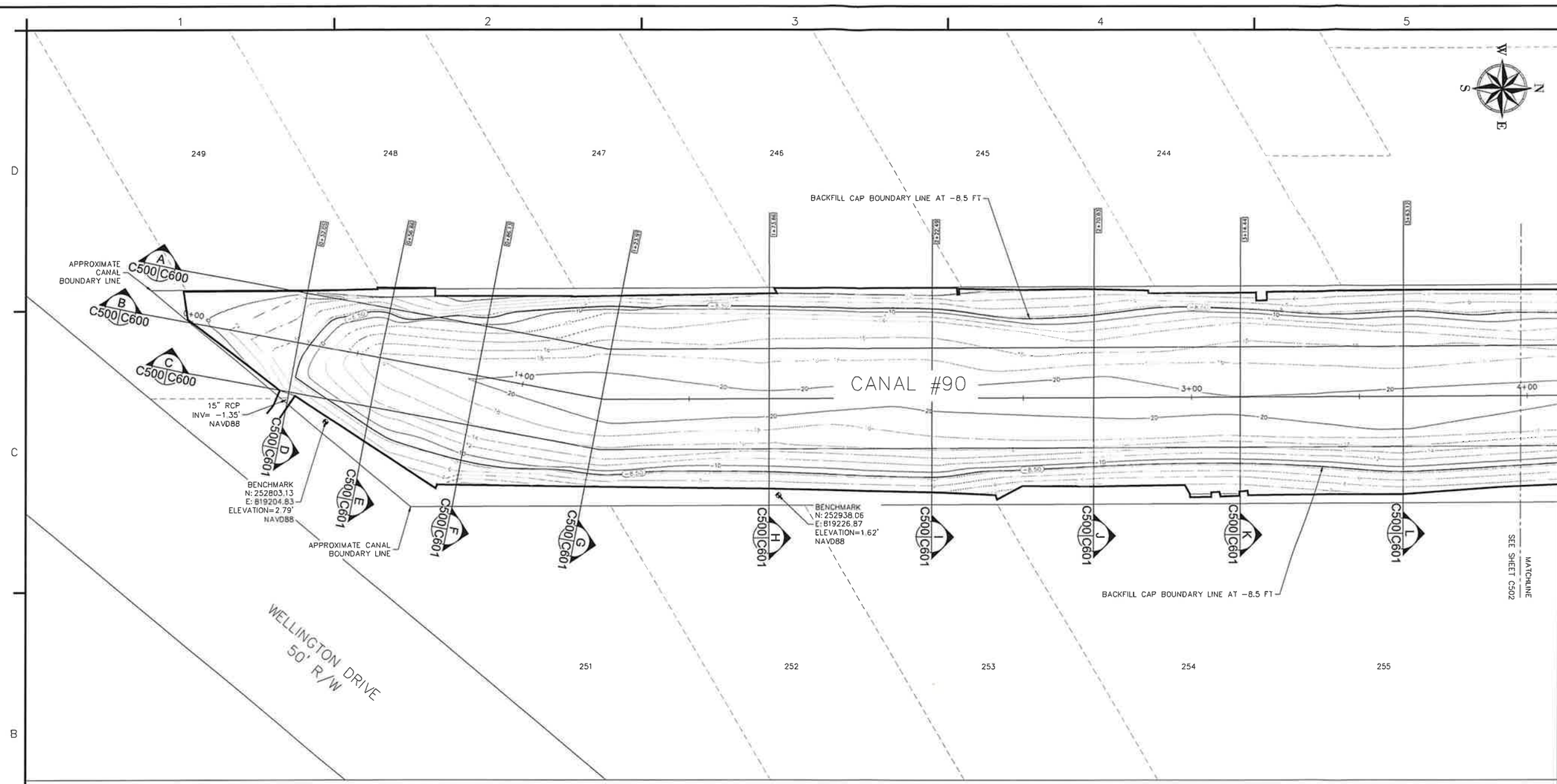
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Drawn By: DP
Reviewed By: DP/TM
Date: 9/28/2022
Design file no.
Scale: 1"=30'

TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-3400
FAX: (772) 781-3411
CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
CROSS-SECTIONS
LOCATION PLAN (1 OF 3)
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference: C500
Sheet 9 of 15

3024



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
4. POTENTIAL SETTLEMENT OF MUDLINE DUE TO CONSOLIDATION OF THE SEDIMENT LAYER IS NOT DEPICTED IN CROSS-SECTION VIEWS.

0 15' 30'

LEGEND

- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- (D) STORMWATER OUTFALL (CONCRETE CULVERT)
- —10— EXISTING MAJOR CONTOUR ELEVATION (IN FEET)
- —16— EXISTING MINOR CONTOUR ELEVATION (IN FEET)
- SURVEYED BENCHMARK
- SEAWALL

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

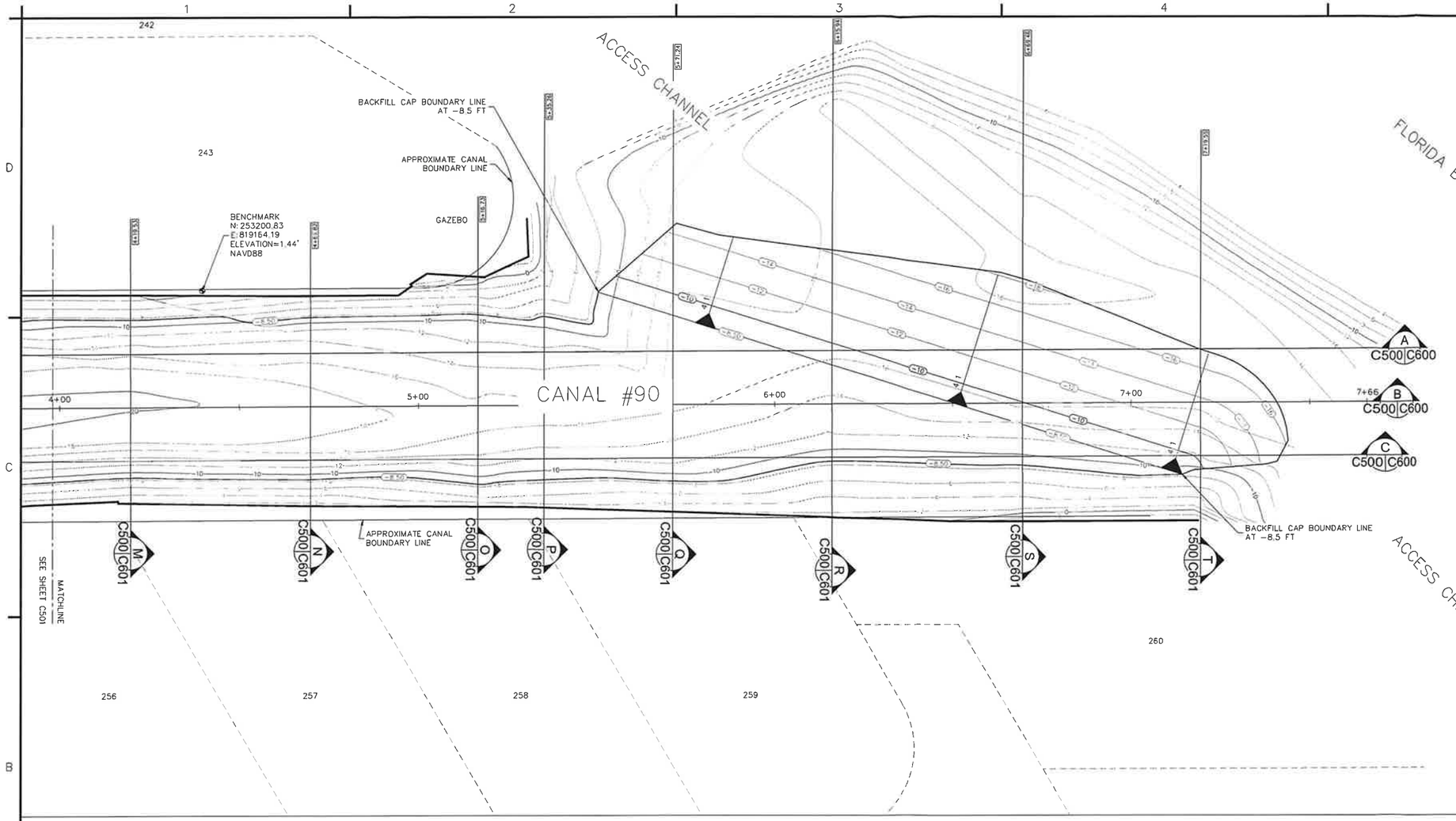
Sunshine811 Know what's below. Call before you dig.

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Drawn By: gp
Checked By: DM
Date: 9/28/2022
Drawing file no. 3025_BASELINE_10_OF_40.DWG
Scale: 1"=15'

TETRA TECH, INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-3400
FAX: (772) 781-3411
CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
CROSS-SECTIONS LOCATION PLAN (2 OF 3)
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference: C501
Sheet 10 of 15



NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
4. POTENTIAL SETTLEMENT OF MUDLINE DUE TO CONSOLIDATION OF THE SEDIMENT LAYER IS NOT DEPICTED IN CROSS-SECTION VIEWS.

0 15' 30'

LEGEND

- MONROE PARCEL BOUNDARY LINE
- 250 PARCEL ID
- CANAL #90 BOUNDARY LINE
- (D) STORMWATER OUTFALL (CONCRETE CULVERT)
- -10 EXISTING MAJOR CONTOUR ELEVATION (IN FEET)
- -12 EXISTING MINOR CONTOUR ELEVATION (IN FEET)
- SURVEYED BENCHMARK
- -10 PROPOSED MAJOR ELEVATION CONTOUR (IN FEET)
- -12 PROPOSED MINOR ELEVATION CONTOUR (IN FEET)
- 4:1 FILL SLOPE (HORIZONTAL PROJECTION TO VERTICAL ELEVATION (4:1))
- SEAWALL

FOR PERMITTING

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine 811 Know what's below. Call before you dig.

Designed by: DP
Drawn By: DP
Checked By: CP/TM
Date: 9/28/2022
Design file no. 0:\MONROE\DWG\PLAN SETS\BOOK
Scale: 1"=15'

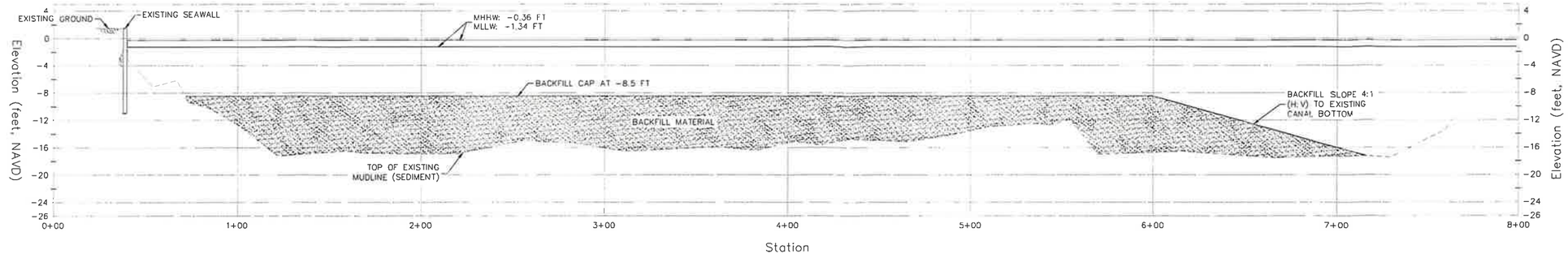
TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-3400
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
CROSS-SECTIONS
LOCATION PLAN (3 OF 3)
TAVERNIER, MONROE COUNTY, FLORIDA

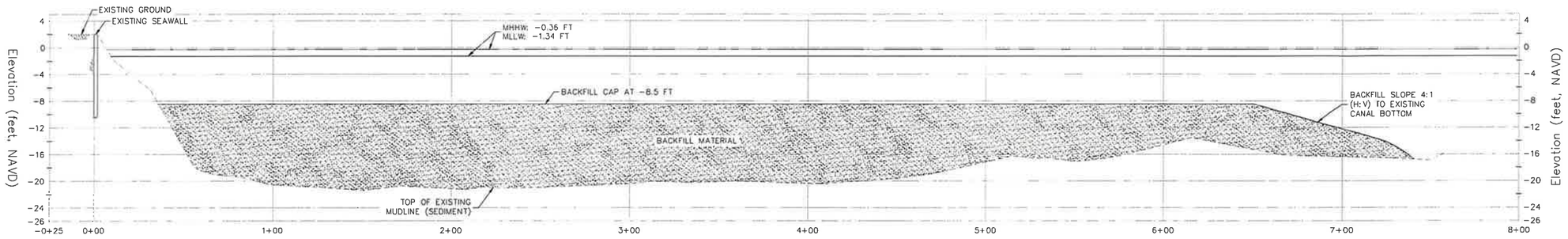
Sheet Reference:
C502
Sheet 11 of 15

3026



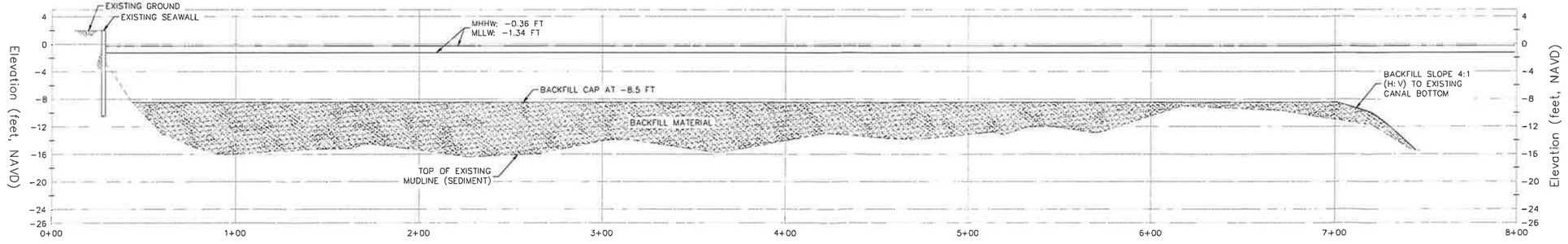
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SCALE: HORIZ. 1" = 30' VERT. 1" = 8'

A
C500 | C600



CROSS-SECTION B
SCALE: HORIZ. 1" = 30' VERT. 1" = 8'

B
C500 | C600



CROSS-SECTION C
SCALE: HORIZ. 1" = 30' VERT. 1" = 8'

C
C500 | C600

NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
4. POTENTIAL SETTLEMENT OF MUDLINE DUE TO CONSOLIDATION OF THE SEDIMENT LAYER IS NOT DEPICTED IN CROSS-SECTION VIEWS.
5. SHOWN MHHW AND MLLW ELEVATIONS ARE REFERENCED FROM NOAA CONTROL STATION 8723970.

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine811 Know what's below. Call before you dig.

FOR PERMITTING

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Drawn By: DP
Checked By: DP
Date: 9/29/2022
Design file no.
Scale: AS SHOWN

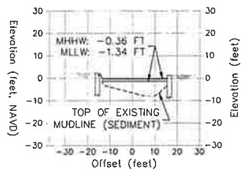
TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-0555
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

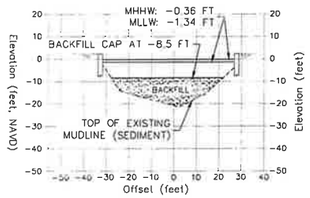
MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
NORTH-SOUTH
CROSS-SECTIONS
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
C600
Sheet 12 of 15

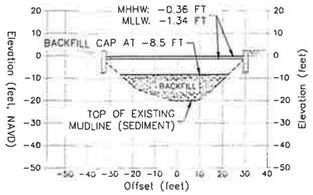
3027



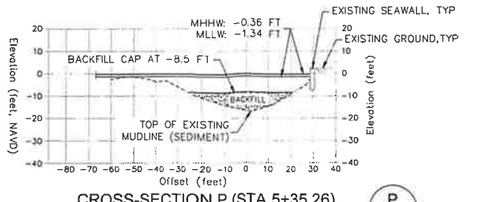
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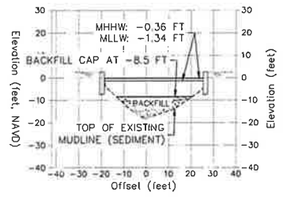
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SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



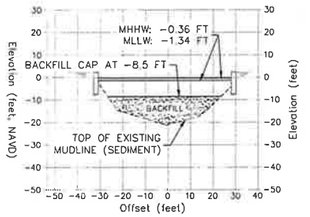
CROSS-SECTION L (STA 3+63.12) — L — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



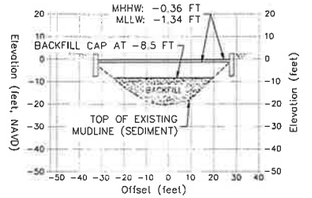
CROSS-SECTION P (STA 5+35.26) — P — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



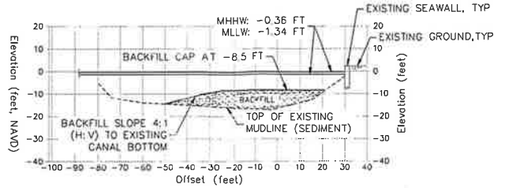
CROSS-SECTION E (STA 0+56.86) — E — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



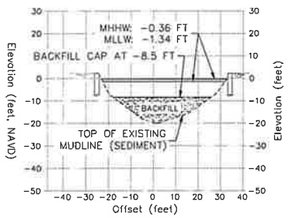
CROSS-SECTION I (STA 2+22.49) — I — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



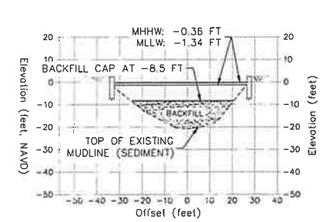
CROSS-SECTION M (STA 4+19.53) — M — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



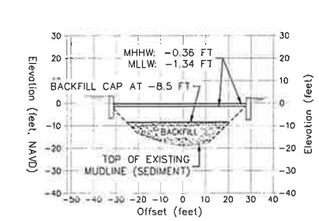
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SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



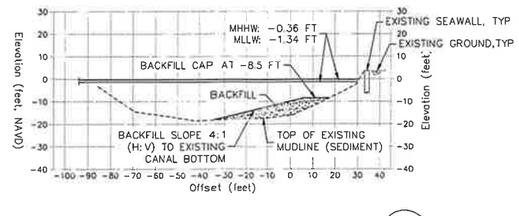
CROSS-SECTION F (STA 0+86.13) — F — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



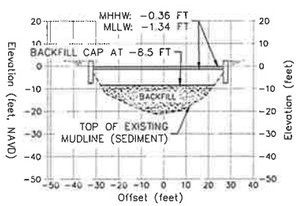
CROSS-SECTION J (STA 2+70.83) — J — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



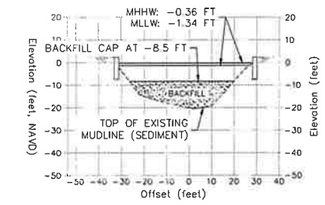
CROSS-SECTION N (STA 4+69.82) — N — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



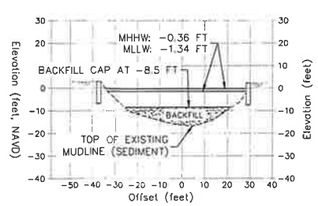
CROSS-SECTION R (STA 6+15.94) — R — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



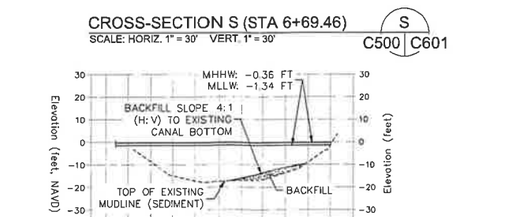
CROSS-SECTION G (STA 1+23.91) — G — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



CROSS-SECTION K (STA 3+14.44) — K — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



CROSS-SECTION O (STA 5+16.73) — O — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'



CROSS-SECTION S (STA 6+69.46) — S — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'

CROSS-SECTION T (STA 7+19.55) — T — C500 | C601
SCALE: HORIZ. 1" = 30' VERT. 1" = 30'

NOTES:

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. CANAL AND LAND SURVEY WAS CONDUCTED BY FLORIDA KEYS LAND SURVEYING ON 11/30/2021.
3. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDER AND ABOVE GROUND UTILITIES WITHIN THE PROJECT BOUNDARY.
4. POTENTIAL SETTLEMENT OF MUDLINE DUE TO CONSOLIDATION OF THE SEDIMENT LAYER IS NOT DEPICTED IN CROSS-SECTION VIEWS.
5. SHOWN MHHW AND MLLW ELEVATIONS ARE REFERENCED FROM NOAA CONTROL STATION 8723970.

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine811 Know what's below. Call before you dig.

FOR PERMITTING

Designed by: DP
Drawn By: DP
Checked By: DP/DM
Date: 9/28/2022
Design file no.
Scale: HORIZ. AS SHOWN VERT. AS SHOWN

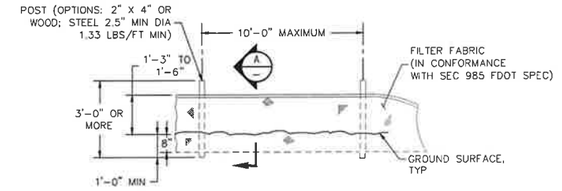
TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-5600
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

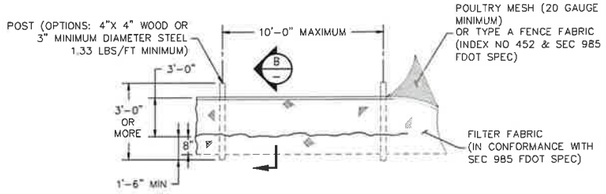
MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
WEST-EAST CROSS-SECTIONS
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference:
C601
Sheet 13 of 15

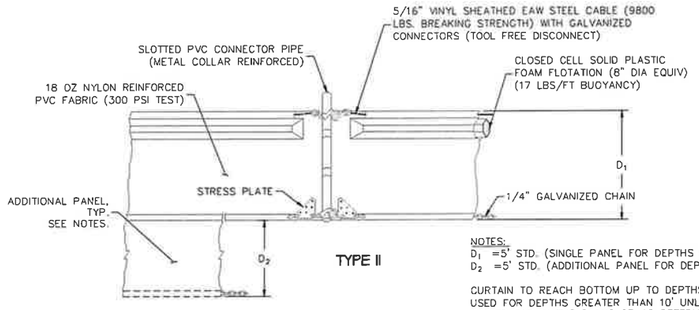
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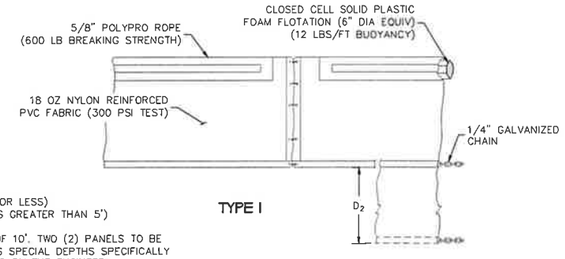
TYPE III SILT FENCE



TYPE IV SILT FENCE



TYPE II

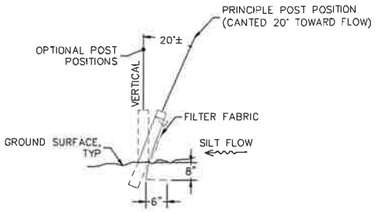


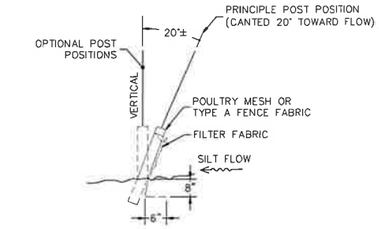
TYPE I

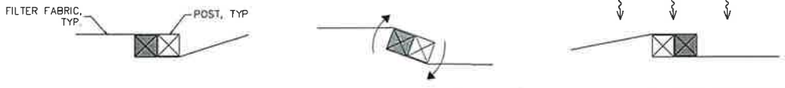
NOTES:
D_1 =5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS)
D_2 =5' STD. (ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5')

CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10'. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10' UNLESS SPECIAL DEPTHS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

FLOATING TURBIDITY BARRIER



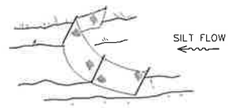




1. PLACE THE END POST OF ONE FENCE INSIDE THE END OF THE OTHER FENCE.
2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN THE CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
3. INSTALL BOTH POSTS AT LEAST 12 INCHES INTO THE GROUND AND BURY THE FLAP IN THE A TRENCH AS SHOWN.

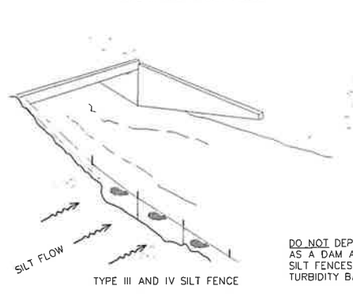
NOTES:
1. SILT FENCE SHOULD BE INSPECTED AT LEAST EVERY 7 DAYS. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH APPROXIMATELY 1/2 OF THE HEIGHT OF THE BARRIER.
2. INSPECTION OF SILT FENCE SHOULD BE IMMEDIATELY CONDUCTED AFTER EACH RAIN EVENT (OF 0.5 INCH OR GREATER) BY THE QUALIFIED INSPECTOR. REPAIRS SHALL BE MADE IMMEDIATELY.
3. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PROPYLENE, NYLON, POLYESTER, OR POLYETHYLENE YARN. IT SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT TEMPERATURE RANGE OF 0-120 DEGREES FAHRENHEIT.

SILT FENCE CONNECTING JOINTS CONSTRUCTION

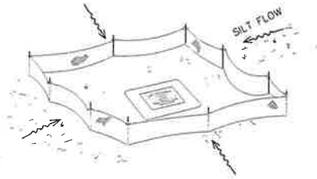


TYPE III AND IV SILT FENCE

NOTE: SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART 1, PLATE D-906 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES ABOVE.



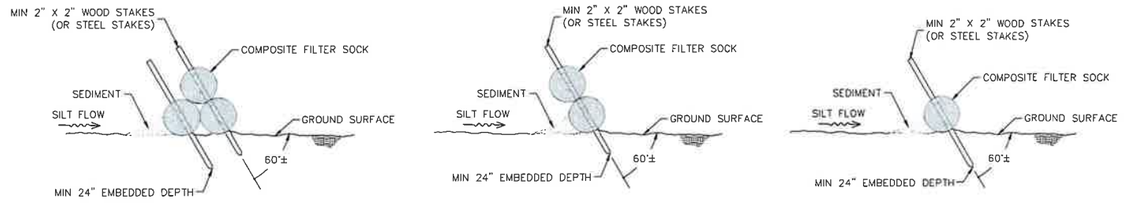
TYPE III AND IV SILT FENCE



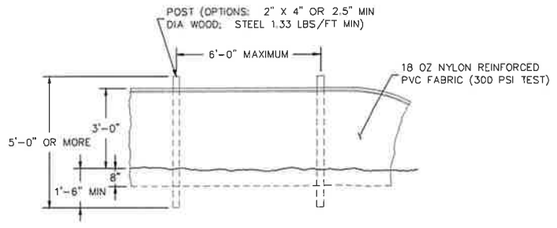
TYPE III OR TYPE IV SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS.

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS



COMPOSITE FILTER SOCK APPLICATIONS



STAKED TURBIDITY BARRIER

NOTES:
1. DEPICTED DETAILS ARE NOT TO SCALE.
2. REFER TO GENERAL NOTES SECTION FOR IMPLEMENTATION, MAINTENANCE, AND SPECIAL CONSIDERATIONS OF EROSION AND SEDIMENTATION CONTROL DEVICES.
3. ALL WORK DONE SHALL BE IN ACCORDANCE WITH EPA, FDEP, FDOT, USACE, SFWMD, AND MONROE COUNTY BEST MANAGEMENT PRACTICES AND EROSION CONTROL SPECIFICATIONS. THE MOST CONSERVATIVE SPECIFICATION SHALL GOVERN.

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

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FOR PERMITTING

Designed by: DP
Drawn By: DP
Checked By: DP/TM
Date: 9/28/2022
Design File no: 01_CAD_FILES\01_PLOT_STYLES\
Scale: NOT TO SCALE

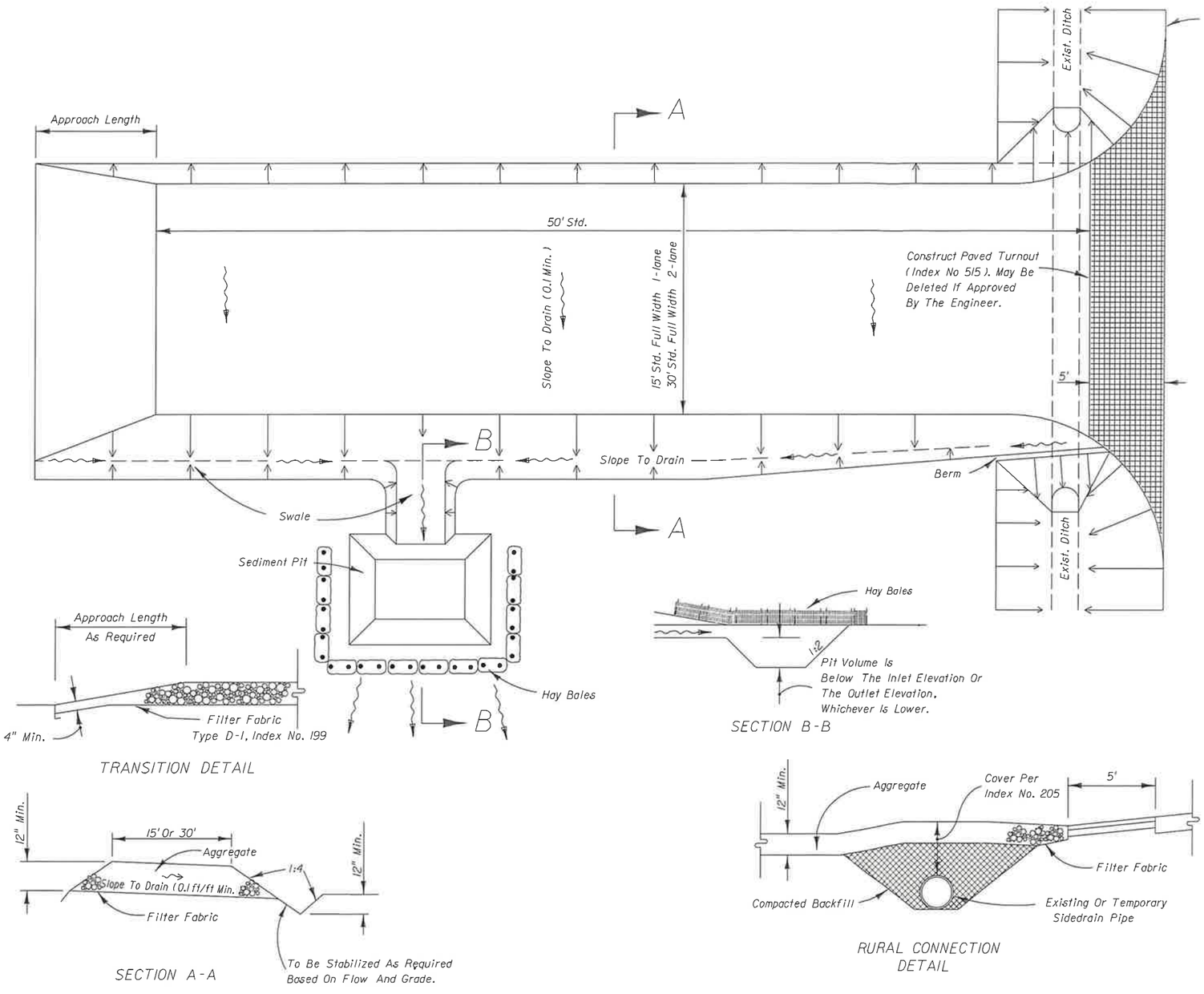
TETRA TECH INC.
750 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL (772) 781-3400
FAX: (772) 781-3411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
EROSION & SEDIMENTATION CONTROL DETAILS (1 OF 2)
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference: C700
Sheet 14 of 15

3029



GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where offsite tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize offsite tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 excluding 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:

   $15' \times 50' \times 100\ ft^3$ $\qquad$ $30' \times 50' = 200\ ft^3$

   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, hay bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.2% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sidedrain pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent offsite tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall constitute full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD; including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, rinsing and cleaning of the STPD and cleaning of public roads, grassing and sod. Hay bales shall be paid for under the contract unit price for Hay or Straw Baled, EA. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and exiting vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.

NOTES:

1. DEPICTED DETAIL, SOIL TRACKING PREVENTION DEVICE TYPE A, (STPD), IS REFERENCED FROM FDOT DATABASE AND IS NOT TO SCALE.
2. REFER TO GENERAL NOTES SECTION FOR IMPLEMENTATION, MAINTENANCE AND SPECIAL CONSIDERATIONS OF EROSION AND SEDIMENTATION CONTROL DEVICES.
3. ALL WORK DONE SHALL BE IN ACCORDANCE WITH EPA, FDEP, USACE, SFWMD, FDOT, AND MONROE COUNTY BEST MANAGEMENT PRACTICES AND EROSION CONTROL SPECIFICATIONS. THE MOST CONSERVATIVE SPECIFICATION SHALL GOVERN.
4. CONTRACTOR MAY CHOOSE TO USE AN APPROVED SOIL TRACKING PREVENTION PAD SYSTEM. CONTRACTOR IS RESPONSIBLE FOR REPAIR TO ANY DAMAGE TO EXISTING ASPHALT ROAD CAUSED BY SOIL TRACKING PREVENTION SYSTEM.

VERTICAL DATUM CONVERSION TO NGVD:
NATIONAL GEODETIC VERTICAL DATUM OF 1929
(NGVD29) = NAVD88 + 1.56'

Sunshine 811 Know what's below. Call before you dig.

FOR PERMITTING

Designed by: DP
Drawn By: DP
Checked By: PM
Date: 9/28/2022
Design file no. MONROE_CANAL_BACKFILL_EMA_ST_2D_REVISIONS
SCALE: AS NOTED / NOT TO SCALE

TETRA TECH INC.
759 SOUTH FEDERAL HWY
SUITE 314
STUART, FL 34994-2936
TEL: (772) 781-1400
FAX: (772) 781-1411

CERTIFICATE OF AUTHORIZATION NO. 2429

MONROE COUNTY
CANAL #90 BACKFILLING RESTORATION
EROSION & SEDIMENTATION CONTROL DETAILS (2 OF 2)
TAVERNIER, MONROE COUNTY, FLORIDA

Sheet Reference: C701
Sheet 15 of 15

3030

MONROE COUNTY, FLORIDA
RESOLUTION NO. ____ -2024

A RESOLUTION APPROVING THE ISSUANCE OF A SPECIAL PERMIT ALLOWING A TEMPORARY CONSTRUCTION STAGING AREA FOR A CANAL RESTORATION/WATER QUALITY IMPROVEMENT PROJECT AT PROPERTY LEGALLY DESCRIBED AS LOT 260 AND WEST 10 FEET OF LOT 261 HAMMER POINT PARK, PLAT BOOK 6, PAGE 35, OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA, HAVING A CURRENT ADDRESS OF 137 IVANHOE COURT ("CT.") AND CURRENTLY BEARING PROPERTY IDENTIFICATION NUMBER 00480111-026000.

WHEREAS, an application has been received seeking a special permit to allow a temporary construction staging area at the above-referenced property located at 137 Ivanhoe Ct., Tavernier approximately located at mile marker 93.5 (bayside); and

WHEREAS, the subject property is more particularly legally described as Lot 260 And West 10 Feet Of Lot 261 Hammer Point Park, Plat Book 6, Page 35, Key Largo, as recorded at Plat Book 6, Page 35, of the Official Records of Monroe County, Florida; and

WHEREAS, the Monroe County Board of County Commissioners ("Monroe County", "Board", "BOCC", or the "County") desires to grant the special permit allowing a temporary construction staging area; and

WHEREAS, the temporary construction staging area would facilitate a canal restoration/water quality improvement project being carried out by Monroe County; and

WHEREAS, due notice has been carried out and a public hearing has been held in accordance with Monroe County Code of Ordinances Section 6-3; and

WHEREAS, at said public hearing, the Monroe County BOCC considered the full record created before it; and

WHEREAS, the Monroe County BOCC hereby makes the following findings of fact and conclusions of law:

1. The temporary construction staging area is not inconsistent with any of the criterion provided in Monroe County Code of Ordinances § 6-3;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Title, Recitals, Findings of Fact, and Conclusions of Law. The foregoing title, recitals, findings of fact, and conclusions of law are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The foregoing findings of fact and conclusions of law support the Monroe County BOCC's decision to approve the instant request for issuance of this special permit, subject to the following approval conditions:

1. The temporary construction staging area shall only be used in association with the canal restoration project for Canal No. 90 backfilling at said site.
2. The expected commencement date of the temporary construction staging area is February 2024. The termination date of the temporary construction staging area shall be no later than June 2024.
3. Other than fencing, no temporary structure associated with the temporary construction staging area shall be located in any required setback.
4. Upon termination of the temporary construction staging area, the property shall be restored to its prior condition.

Section 3. Construction and Interpretation. This Resolution and its interpretation shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adverse administrative proceedings, at trial, in bankruptcy, and on appeal, and all provisions of the Monroe County Comprehensive Plan, Monroe County Codes, Florida Statutes, floodplain management regulations, and Florida Building Code whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution shall be liberally construed and enforced in favor of the Monroe County BOCC and such interpretation shall be entitled to and granted great weight in adversarial administrative proceedings, at trial, in bankruptcy, and on appeal.

Section 4. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 5. Severability. If any provision of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 21st day of February, 2024.

Mayor Holly Merrill Raschein, District 5	_____
Mayor *Pro Tem* James K. Scholl, District 3	_____
Commissioner Craig Cates, District 1	_____
Commissioner Michelle Lincoln, District 2	_____
Commissioner David Rice, District 4	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
MAYOR HOLLY MERRILL RASCHEIN

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 2/6/2024

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: P3
2023-1987

BULK ITEM: No

DEPARTMENT: Fire Rescue

TIME APPROXIMATE:
N/A

STAFF CONTACT: James K. Callahan

AGENDA ITEM WORDING: A public hearing to consider an application for issuance of a Class B Certificate of Public Convenience and Necessity COPCN to Aloha Medical Services for the operation of a BLS Transport Service, as well as a Non-Emergency Transport Service in Monroe County, Florida, except for within the city limits of Marathon. for the period 02/01/2024 through 01/31/2026 for responding to requests for inter-facility transports. Aloha Medical Services is not permitted to perform 911 emergency response work in Monroe County.

ITEM BACKGROUND:
Aloha Medical Services has submitted an application for a new Class B COPCN. The Class B COPCN will be for the period commencing on 02/01/2024 and ending on 01/31/2026.

Monroe County Code Sections 11-171 et seq., requires the BOCC to hold a public hearing to consider the application for a new certificate. At the hearing, the Board may receive a report from the County Administrator or his designee, testimony from the applicant or any other interested party, and other relevant information. The Board will consider the public's convenience and necessity for the proposed service and whether the applicant has the ability to provide the necessary service(s). The Board shall then authorize the issuance of the certificate with such conditions as are in the public's interest or deny the application, setting forth the reason(s) for denial.

Per County Ordinance, all existing COPCN holders were notified via email of the Public Hearing for the new COPCN.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Notice of Public Hearing-Aloha Class B COPCN.pdf
Aloha Class B Certificate 12.04.2023.pdf
Aloha Medical Services, Inc Application for Class B COPCN_Redacted.pdf
Aloha COPCN Review.pdf

FINANCIAL IMPACT:
Effective Date: 02/01/2024
Expiration Date: 01/31/2026
Total Dollar Value of Contract: N/A
Total Cost to County: N/A
Current Year Portion: N/A
Budgeted: N/A
Source of Funds: N/A
CPI: N/A
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: N/A
Revenue Producing: N/A If yes, amount: N/A
Grant: N/A
County Match: N/A
Insurance Required: Yes, mandated by the State of Florida

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN that on **January 31, 2024, at 9:00 A.M.** or as soon thereafter as the matter may be heard, at the **Marathon Government Center,** 2798 Overseas Highway, Marathon, Florida**,** the Board of County Commissioners of Monroe County, Florida, intends to consider the following:

ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO ALOHA MEDICAL SERVICES, INC FOR THE OPERATION OF A CLASS B NON-EMERGENCY MEDICAL TRANSPORT AMBULANCE SERVICE FOR INTER-FACILITY TRANSPORTS WITHIN MONROE COUNTY, FOR THE PERIOD FEBRUARY 1, 2024 THROUGH JANUARY 31, 2026.

The public can participate in the January 31, 2024 meeting of the Board of County Commissioners of Monroe County, FL by attending **in person or via Zoom**. The Zoom link can be found in the agenda at **http://monroecountyfl.iqm2.com/citizens/default.aspx.**

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30a.m.—5:00p.m., prior to the scheduled meeting; if you are hearing or voice-impaired, call "711". Live Closed-Captioning is available via our web portal @ http://monroecountyfl.iqm2.com/Citizens/Default.aspx for meetings of the Monroe County Board of County Commissioners.

DATED at Key West, Florida, this _____ day of January, 2024.

(SEAL)

KEVIN MADOK, Clerk of the Circuit Court and
Ex Officio Clerk of the Board of County Commissioners
of Monroe County, Florida

Publication Dates:
Keys Citizen:
Keys Weekly: Thur.,
News Barometer: Fri.,

Class B

NON-EMERGENCY MEDICAL TRANSPORTATION SERVICE

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

***WHEREAS**, the Monroe County Code allows for the issuance of Certificates of Public Convenience and Necessity for Non-Emergency Medical Transportation Services by the Board of County Commissioners of Monroe County; and,*

***WHEREAS**, Aloha Medical Services, Inc desires to provide quality non-emergency medical transportation services to the citizens of Monroe County; and,*

***WHEREAS**, the above named service has indicated that it will comply with all the requirements of the Monroe County Code, the Board of County Commissioners of Monroe County hereby issues a Certificate of Public Convenience and Necessity to this service for the period beginning February 1, 2024 and ending January 31, 2026.*

In issuing this certificate it is understood that the above named service will meet the requirements of a non-emergency medical transportation service, and provide service for the following area(s):

Non-Emergency Transports in all geographical locations of Monroe County, Florida, except for within the city limits of Marathon, No 911 Scene Response Work.

CERTIFICATE #24-02

_____
DATE OF ISSUANCE

_____ _____
CLERK CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

3038

MONROE COUNTY, FLORIDA
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)
CLASS B NON-EMERGENCY MEDICAL TRANSPORTATION SERVICE

(PRINT OR TYPE)

☒ **INITIAL APPLICATION - $950.00** ☐ **RENEWAL APPLICATION - $475.00**

IF RENEWAL, PLEASE LIST NUMBER OF PREVIOUS CERTIFICATE: # _____

1. **NAME OF SERVICE** Aloha Medical Services, Inc

   BUSINESS MAILING ADDRESS PO Box 2207 Wauchula, FL 33873

   BUSINESS PHONE NUMBER 833-772-5642 **EMERGENCY PHONE NUMBER** 863-832-7930

2. **TYPE OF OWNERSHIP (i.e., Sole Proprietor, Partnership, Corporation, etc.)** Sole Proprietor

   DATE OF INCORPORATION OR FORMATION OF THE BUSINESS ASSOCIATION 11/18/2022

3. **LIST ALL OFFICERS, DIRECTORS, AND SHAREHOLDERS (Use separate sheet if necessary):**

NAME	AGE	ADDRESS	TELEPHONE #	POSITION/TITLE
James Roesner	40	105 W Summit St Wauchula, FL 33873	309-525-1298	CEO/Owner
Craig Daw	34	3297 County Road 664 Bowling Green, FL 33834	863-832-7930	Director of Operations
Mathew Lizotte	28	402 S 6th Ave Wauchula, FL 33873	863-214-6210	Director of Mobile Medicine

4. **DESCRIBE THE GEOGRAPHIC AREA(S) THAT YOUR SERVICE DESIRES TO SERVE (Use separate sheet if necessary):**

   Marathon Key

5. **LIST THE ADDRESS AND/OR DESCRIBE THE LOCATION OF YOUR BASE STATION AND ALL SUB-STATIONS (Use separate sheet if necessary):**

   BASE STATION 1115 Hwy 17 Wauchula, FL 33873

   SUB-STATION Florida Keys substation pending COPCN approval

6. **DESCRIBE YOUR COMMUNICATION SYSTEM (Attach copy of all FCC licenses):**

FREQUENCIES	CALL NUMBERS	# OF MOBILES	# OF PORTABLES
452.0375-457.6375	WRYE327	0	4
Cell Phones			

7. **LIST THE NAMES AND ADDRESSES OF THREE (3) U.S. CITIZENS WHO WILL ACT AS REFERENCES FOR YOUR SERVICE:**

NAME	ADDRESS
Dr. Edwin Cary Pigman	1210 US HWY 27 Lake Placid, FL 33852
Denise Grimsley	107 East Main Street Wauchula, FL 33873
Dr. James Hubler	530 NE Glen Oak Ave Peoria, IL 61637

8. **ATTACH A SCHEDULE OF RATES WHICH YOUR SERVICE WILL CHARGE DURING THE COPCN PERIOD.**

9. **PROVIDE VERIFICATION OF ADEQUATE INSURANCE COVERAGE DURING THE COPCN PERIOD.**

10. **ATTACH A STATEMENT INDICATING THE METHOD OF SCREENING THAT WILL BE USED TO ASSURE THAT ALL CALLS RESPONDED TO REQUIRE ONLY TRANSPORTATION AS MAY BE PROVIDED BY A NON-EMERGENCY MEDICAL TRANSPORTATION SERVICE AND VEHICLE.**

11. **ATTACH A CHECK OR MONEY ORDER IN THE APPROPRIATE AMOUNT, MADE PAYABLE TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS.**

12. **ATTACH A COPY OF AUDIT REPORT AS REQUIRED BY THE MONROE COUNTY NON-EMERGENCY MEDICAL SERVICES ORDINANCES.**

I, THE UNDERSIGNED REPRESENTATIVE OF THE ABOVE NAMED SERVICE, DO HEREBY ATTEST MY SERVICE MEETS ALL OF THE REQUIREMENTS FOR OPERATION OF A NON-EMERGENCY MEDICAL TRANSPORTATION SERVICE IN MONROE COUNTY AND THE STATE OF FLORIDA. I FURTHER ATTEST THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.

SIGNATURE OF APPLICANT / AUTHORIZED REPRESENTATIVE

Notary Public State of Florida
Kathy F. Carte
My Commission HH 445739
Expires 9/20/2027

NOTARY SEAL

Kathy F. Carte
NOTARY SIGNATURE

11/21/2023
DATE

Notary Public State of Florida
Kathy F. Carte
My Commission HH 445739
Expires 9/20/2027

VEHICLES

Please Provide the Following Information for Each Vehicle Operated By Your Service (Use Separate Sheet If Necessary)

TYPE OF VEHICLE	MODEL	YEAR	MILEAGE	PASSENGER CAP WHEELCHAIR / LITTER	HRS PERMIT#	VIN NUMBER	LICENSE TAG NUMBER
FORD AMBULANCE	E450	2012	183,207	1 Litter	25244/7021	1FDXE4FS0CDA55878	AMS03
FORD AMBULANCE	E450	2013	435,414	1 Litter	25245/7022	1FDXE4FSXDDA52679	AMS14
FORD AMBULANCE	E450	2016	142,904	1 Litter	25246/7023	1FDWE3FS9GDC37929	AMS10
FORD AMBULANCE	TRANSIT	2016	75,450	1 Litter	25247/7024	1FDYR2CM7GKA62377	MEM38

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: ALOHA MEDICAL SERVICES INC.

ATTN: CRAIG DAW
ALOHA MEDICAL SERVICES INC.
402 SOUTH 6TH ACE
WAUCHULA, FL 33873

Call Sign	File Number
WRYE327	0010632874

Radio Service
IG - Industrial/Business Pool, Conventional

Regulatory Status
PMRS

Frequency Coordination Number
RSAA0725230811

FCC Registration Number (FRN): 0034031948

Grant Date	Effective Date	Expiration Date	Print Date
07-29-2023	07-29-2023	07-29-2033	07-29-2023

Official Copy

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 **Area of operation**
Operating within a 48.0 km radius around 27-32-33.9 N, 081-48-41.8 W,
WAUCHULA, HARDEE county, FL

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000452.03750000	MO	10		11K0F3E	4.000	4.000			07-29-2024
1	1	000452.53750000	MO	10		11K0F3E	4.000	4.000			07-29-2024
1	1	000456.56250000	MO	10		11K0F3E	4.000	4.000			07-29-2024
1	1	000457.11250000	MO	10		11K0F3E	4.000	4.000			07-29-2024
1	1	000457.63750000	MO	10		11K0F3E	4.000	4.000			07-29-2024

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

ReportMill Evaluation. Call 214.513.1636 for license

Licensee Name: ALOHA MEDICAL SERVICES INC.

Call Sign: WRYE327 **File Number:** 0010632874 **Print Date:** 07-29-2023

Control Points

Control Pt. No. 1
Address: 402 SOUTH 6TH ACE
City: WAUCHULA **County:** HARDEE **State:** FL **Telephone Number:** (863)832-7930

Associated Call Signs

<NA>

Waivers/Conditions:

NONE

Official Copy

ReportMill Evaluation. Call 214.513.1636 for license

Aloha Medical Services
105 W Summit St
Wauchula, FL 33873

Schedule of Fees

To whom it may concern,

Below is the list of scheduled fees.

BLS	$796.32
ALS 1	$935.63
ALS 2	$1892.16
SCT	$4159.80
Oxygen	$112.00
Mileage	$30.00

X

Craig Daw
Director of Operations

DocuSign Envelope ID: 9F044BE9-29EF-4F9B-B075-A0F0A1E8C31B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Excel Risk Services 8065 Highway 41 A Clarksville TN 37032	CONTACT NAME:		
	PHONE (A/C, No, Ext): 931-272-5224	FAX (A/C, No):	
	E-MAIL ADDRESS: BWahl-WIS@outlook.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Markel Insurance Company		
INSURED: Aloha Medical Services, Inc PO Box 2207 Wauchula FL 33873	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			MTK80001082-01	06/24/2023	06/24/2024	EACH OCCURRENCE	$ 1000000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10000
							MED EXP (Any one person)	$ 10000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY	$ 1000000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2000000
	OTHER						PRODUCTS - COMP/OP AGG	$ 2000000
								$
A	AUTOMOBILE LIABILITY			MTA80001082-01	06/24/2023	06/24/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	uninsured motorist-symbol 7			MTA80001082-01	06/24/2023	06/24/2024		1000000
A	comp / collision			MTA80001082-01	06/24/2023	06/24/2024		1000 deductible
A	Professional Liability			MTK80001082-01	06/24/2023	06/24/2024		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability- 1000000each medical incident; 2000000 aggregate

Abuse/Molestation-300000 per person per occurrence; 300000 aggregate per policy period

CERTIFICATE HOLDER

Florida Department of Health
4052 Bald Cypress Way Bin A-22
Tallahassee, FL 32399

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE by: william wahl

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FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE: 06/24/2023

☑ PERSONAL INJURY PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY ☑ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc
YEAR: 2012 MAKE: Ford
VIN #: 1FDXE4FSOCDA55878
FLEET COVERAGE: ☐
(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE: 06/24/2023

☑ PERSONAL INJURY PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY ☑ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc
YEAR: 2016 MAKE: Ford
VIN #: 1FDWE3FS9GDC37929
FLEET COVERAGE: ☐
(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE: 06/24/2023

☑ PERSONAL INJURY PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY ☑ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc
YEAR: 2016 MAKE: Ford
VIN #: 1FDYR2CM7GKA62377
FLEET COVERAGE: ☐
(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE: 06/24/2023

☑ PERSONAL INJURY PROTECTION BENEFITS / PROPERTY DAMAGE LIABILITY ☑ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc
YEAR: 2013 MAKE: Ford
VIN #: 1FDXE4FSXDDA52679
FLEET COVERAGE: ☐
(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

Aloha Medical Services
105 W Summit St
Wauchula, FL 33873

Method of Screening

To whom it may concern,

Aloha Medical Services, Inc. utilizes an in-house dispatch center that operates 24/7. The dispatch center verifies that every call we respond to requires only non-emergency medical transportation.

X

Craig Daw
Director of Operations

Aloha Medical Services
105 W Summit St
Wauchula, FL 33873

Dear Monroe County Officials,

Thank you for taking the time to review our application for COPCN. We appreciate the City of Marathon Fire Chief's past request for a carve-out and understand the importance of ensuring effective transportation services in the community.

At Aloha Medical Services, we are committed to maintaining a collaborative relationship with the County of Monroe, including Marathon, and addressing the unique needs and considerations of the community. Our transport intentions involve providing interfacility transports from Marathon and other keys to alleviate the burden of lengthy transfers. Freeing the county and city ambulances to focus on emergency responses.

We value open communication and are open to further discussions to better understand any specific concerns or requirements that the City of Marathon and Monroe County may have. Our goal is to contribute positively to the community by providing reliable and efficient transportation services while respecting and accommodating the requests and priorities of local authorities.

If there are specific details or additional information you would like to discuss, please do not hesitate to reach out. We look forward to the opportunity to collaborate and contribute to the transportation needs of Monroe County and all the cities within.

Best Regards,



Craig Daw
Director of Operations
Craig.Daw@alohamedicalservices.com
863-832-7930

PERSONNEL ROSTER

Name of Service Aloha Medical Services, Inc Type of Service: BLS X ALS X Other: Staffing 24/7 Coverage

PLEASE LIST ALL PERSONNEL, INCLUDING PART-TIME AND VOLUNTEERS

	Last Name	First & M. I.		Certification Type	Certification No.	Expiration Date
1.	Fry	Robert K	Full Time	EMT	[redacted]	12/01/2024
2.	Fry	Laura D	Full Time	Paramedic	[redacted]	12/01/2024
3.	Lizotte	Matthew J	Full Time	Paramedic	[redacted]	12/01/2024
4.	Canero	Marc A	Full Time	Paramedic	[redacted]	12/01/2024
5.	Sinclair	Stephen	Full Time	EMT	[redacted]	12/01/2024
6.	Duenas	Jose	Full Time	EMT	[redacted]	12/01/2024
7.	Dowdal	Erin M	Full Time	Paramedic	[redacted]	12/01/2024
8.	Reynoso Saucedo	Noel	Full Time	EMT	[redacted]	12/01/2024
9.	Parker	Christopher	Full Time	EMT	[redacted]	12/01/2024
10.	Dunn	Romeo	Full Time	EMT	[redacted]	12/01/2024
11.	Day	Donovan	Full Time	EMT	[redacted]	12/01/2024
12.	Day	Dalton	Full Time	Paramedic	[redacted]	12/01/2024
13.	Pigg	Jacob	Full Time	Paramedic	[redacted]	12/01/2024
14.	Martin	Bethany	Full Time	EMT	[redacted]	12/01/2024
15.	Vaughan	Jordan	Full Time	EMT	[redacted]	12/01/2024
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						

County of Monroe
The Florida Keys

Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050
Phone (305) 289-6004

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

M E M O R A N D U M

TO: **Nicole Lyons**

FROM: **Cara Johnson**

SUBJECT: **Check for Deposit- COPCN**

DATE: **November 30, 2023**

Attached please find Check [redacted] dated November 21, 2023 in the amount of $950.00 per check to be deposited in **revenue account 141-342000-RC_00345**. These checks have been issued for the initial application of a Class B Certificate of Public Convenience for Aloha Medical Services, Inc.

Thank you,

Cara Johnson

Cara Johnson

3050

ALOHA MEDICAL SERVICES, INC
P.O. BOX 2207
WAUCHULA FL 33873

[redacted]

11/21/23
DATE

PAY TO THE ORDER OF Monroe County Board of County Comm. $ 950 00

nine hundred fifty dollars + 0/100 DOLLARS

Security features included. Details on back.

First National Bank of WAUCHULA

FOR COPCN [redacted]

MP

3051

NDORSE HERE

☐ CHECK HERE IF MOBILE DEPOSIT

R MOBILE DEPOSIT ONLY TO _____
FINANCIAL INSTITUTION

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

The security features listed below, as well as those not listed, exceed industry guidelines.

Microprint Signature Line and Separator Lines: Small type in lines appears as dotted lines when photocopied

Chemistry Sensitive Paper: Stains or spots may appear with chemical alteration.

Invisible Fluorescent Fibers: Cannot be reproduced on photocopiers

Heat Sensitive Ink: Red image will fade with heat. Rub, hold between thumb & finger or breathe on image for reaction.

Security Screen: Absence of "Original Document" verbiage on back of check when photocopied.

Padlock design is a certification mark of the Check Payment Systems Association

GENERAL DISCLOSURE REGARDING DEPOSIT ACCOUNTS

County of Monroe
The Florida Keys

Robert B. Shillinger, County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Cynthia L. Hall, Sr. Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
Derek V. Howard, Sr. Assistant County Attorney**
Peter H. Morris, Assistant County Attorney **
Patricia Eables, Assistant County Attorney
Joseph X. DiNovo, Assistant County Attorney**
Kelly Dugan, Assistant County Attorney
Christina Cory, Assistant County Attorney
Nathalia Archer, Assistant County Attorney

** Board Certified in City, County & Local Govt. Law

BOARD OF COUNTY COMMISSIONERS
Mayor Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 Office
(305) 292-3516 Fax

MEMORANDUM

TO: Monroe County Board of County Commissioners

THROUGH: Bob Shillinger, County Attorney

FROM: Christina Cory, Assistant County Attorney

SUBJECT: Aloha Medical Services, Inc. COPCN Application

I have reviewed the application submitted by Aloha Medical Services, Inc. for a Class B certificate of public convenience and necessity. Aloha's application complies with the Ordinance and there is no evidence of any violation of the requirements contained in Monroe County's Code of Ordinances.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: P4
2023-2077

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Emily Schemper

AGENDA ITEM WORDING:

A Public Hearing to Consider Approval of a Request to Terminate a July 2014 Development Agreement by and between Longstock II LLC d/b/a Stock Island Marina Village ("SIMV") and Successors-in-Interest Stock Island Owner LLC and KW Perry LLC and the Monroe County Board of County Commissioners ("BOCC"), Relating to That Certain Property Located at 7001 and 7025 Shrimp Road, Stock Island, Monroe County, Florida, Currently Having Property Identification Numbers 00123761-000400 and 00123761-000800.

ITEM BACKGROUND:

The applicant has submitted a request that the Monroe County BOCC terminate a ten (10) year Development Agreement that was approved between Monroe County, Florida and Longstock II, LLC d/b/a Stock Island Marina Village (SIMV), conceptually approving the redevelopment of Stock Island Marina Village, located at 700 and 7009 Shrimp Road, Stock Island.

In accordance with Monroe County Land Development Code (LDC) Section 110-76, notwithstanding anything contained in this article or elsewhere in this Land Development Code, when a conditional use is also a Development of Regional Impact or is to be the subject of a Development Agreement under the Florida Local Government Development Agreement Act (F.S. Section 163.3220 et seq.) the final development approval, and the approval of any deviations therefrom, shall be reserved to the BOCC as provided by general law.

F.S. 163.3225 provides the following:
(1) Before entering into, amending, or revoking a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, one of the public hearings may be held by the local planning agency.
(2)(a) Notice of intent to consider a development agreement shall be advertised approximately 7 days before each public hearing in a newspaper of general circulation and readership in the county where the local government is located. Notice of intent to consider a development agreement shall also be mailed to all affected property owners before the first public hearing. The day, time, and place at which the

second public hearing will be held shall be announced at the first public hearing.
(b) The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.

PREVIOUS RELEVANT BOCC ACTION:
On July 16, 2014, the Monroe County BOCC passed and adopted BOCC Resolution No. 177-2014 approving a Development Agreement between Monroe County, Florida and Longstock II, LLC d/b/a Stock Island Marina Village (SIMV), conceptually approving the redevelopment of Stock Island Marina Village, located at 700 and 7009 Shrimp Road, Stock Island. This agreement shall remain in effect for ten (10) years.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval to hold a second public hearing to terminate the subject Development Agreement in accordance with Section III.(K.)(c.) of the Development Agreement.

DOCUMENTATION:

Executed_Request for Termination of Development Agreement 01.10.24.pdf
2014 Development Agreement AIS.pdf
2014-026 177-2014 Longstock Dev. Agreement.PDF
Recorded July 2014 Stock Island Marina Village (SIMV) Development Agreement.pdf

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FINANCIAL IMPACT:
N/A

SMITH/HAWKS
ATTORNEYS AT LAW

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Brandi@SmithHawks.com

SENT VIA EMAIL AND FEDEX
7747 9854 4881

January 10, 2024

Emily Schemper, Planner Director
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, FL 33050
Email: Schemper-Emily@MonroeCounty-FL.Gov

RE: Stock Island Owner LLC and KW Perry LLC – Request to Terminate Development Agreement Dated July 16, 2014, and Recorded in Book 2696, Page 1445 of the Official Records of Monroe County, Florida.

Dear Emily,

Please allow this correspondence to serve as Stock Island Owner, LLC and KW Perry LLC, each a Florida limited liability company (collectively "Owner")'s formal request to terminate that certain development agreement dated July 16, 2014, and recorded in Book 2696, Page 1445 of the Official Records of Monroe County, Florida (the "Development Agreement").

The Development Agreement was entered into by **LONGSTOCK II, LLC,** a Florida limited liability company, d/b/a Stock Island Marina Village ("SIMV") and **MONROE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida ("Monroe County") for the redevelopment of the property located at 7001 and 7009 Shrimp Road, Stock Island, Florida.

Fla. Stat. § 163.3237 provides that a development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest, and Article III(K)(c)(iii) of the Development Agreement provides that an amendment, extension, or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.

Owner owns the Property, as shown by those certain Special Warranty Deeds recorded in Book 3218, Page 0606; Book 3218, Page 0610; and Book 3218, Page 0618 of the Official Records of Monroe County, and is the successor in interest to SIMV, and is therefore permitted to request termination of the Development Agreement.

Owner therefore requests that this termination request be scheduled for the two (2) required public meetings at the earliest opportunity, and specifically requests that it be heard at the January 24, 2024, Monroe County Planning Commission meeting and the February 21, 2024, Monroe County Board of County Commissioners meeting for final approval.

Enclosed please find a check in the amount of $2,580.00 representing the required filing fee, advertising, and surrounding property owner notice fees.

If you require anything further, or have any questions and/or concerns, please do not hesitate to contact our office.

Sincerely,

Barton W. Smith

BWS/JG/bg

[Signature Pages to Follow]

OWNER:

STOCK ISLAND OWNER, LLC,
a Florida limited liability company

By: Victor Ballestas

Title: Manager

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 10th day of January, 2024, by Victor Ballestas, as manager of Stock Island Owner, LLC, a Florida limited liability company, on behalf of the company, who [✓] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

SABRINA VALDIVIA
Notary Public - State of Florida
Commission # HH 202292
My Comm. Expires Nov 28, 2025

Sabrina Valdivia
Notary Public
Printed Name: Sabrina Valdivia
My Commission
Expires: 11/28/25

[Additional Signature Page to Follow]

OWNER:

KW PERRY LLC, a Florida limited liability company

By: _____

Title: Manager

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 11 day of January, 2024, by Diego Ardid, as Manager of KW Perry LLC, a Florida limited liability company, on behalf of the company, who [✓] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public
Printed Name: Ivonne Alfonso
My Commission Expires: April 22, 2026

Ivonne Alfonso
Comm.:HH 244803
Expires:April 22, 2026
Notary Public - State of Florida

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 16, 2014
Bulk Item: Yes ___ No _X_

Division: Growth Management
Staff Contact Person/Phone #: Christine Hurley 289-2517
Joseph Haberman 289-2532

AGENDA ITEM WORDING: A public hearing to adopt a resolution approving a Development Agreement, pursuant to Chapter 163.3220 F.S., between Longstock II, LLC and Monroe County, Florida agreeing to a conceptual plan to redevelop Stock Island Marina Village, located at 700 and 7009 Shrimp Road on Stock Island.

(Statutorily Required Public Hearing)

ITEM BACKGROUND:
The agreement involves the redevelopment of Stock Island Marina Village, located at 700 and 7009 Shrimp Road on Stock Island. The new development would include commercial retail, office, commercial fishing, light industrial and hotel uses. The development will be consistent with the policies of the Comprehensive Plan, including but not limited to Policy 101.4.5, and the provisions of the Monroe County Code. Public access is permitted from 7:00 a.m. until dusk.

More specifically, the maximum new development would include:

- A hotel with up to 100 hotel rooms;
- A restaurant with up to 150 seats and up to 4,000 square feet of floor area;
- A marine services and retail building, a rum distillery, a fish house retail and distribution building, and an environmental resource building consisting of up to 40,000 square feet;
- Additional amenities ancillary and accessory to the hotel use, including a lobby, gatehouse, offices, fitness center, bath house, maintenance, housekeeping and watersports consisting of up to 10,000 square feet; and
- Parking areas and landscaping.
- Required working waterfront preservation pursuant to Comprehensive Plan Policy 101.4.5:
  - Working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.
  - At least 20% of the existing wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
  - At least 10% of the new wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
  - The preservation of dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.
  - Permanent residential development shall be limited to commercial apartments or employee housing.
  - The preservation of a public access walkway shall be required for all parcels with direct access to the water. Consideration shall be given to security and the physical constraints of the parcel. The public access walkway shall be documented on the final development plan to link a continuous walkway and shall be a written condition of any permit approval.
  - Parcels shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

In addition to the application for a development agreement, the applicant submitted an application for an amendment to a major conditional use permit for the associated redevelopment of the subject property. This separate application, which will be reviewed by the Planning Commission at a later date, is required in order for the property owner to redevelop the marina.

During a public meeting held on April 29, 2014, the Development Review Committee reviewed the development agreement and recommended approval. During a public hearing held on May 28, 2014, the Planning Commission reviewed the agreement and recommended approval.

PREVIOUS RELEVANT BOCC ACTION: n/a

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Staff recommends approval.

TOTAL COST:_____ **INDIRECT COST:** _____**BUDGETED:** Yes ___No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY:_____ **SOURCE OF FUNDS:**_____

REVENUE PRODUCING: Yes ___ No ____ **AMOUNT PER MONTH**____ **Year** ____

APROVED BY: County Atty SMG x OMB/Purchasing ____ Risk Management ____

DOCUMENTATION: Included X____ Not Required___

DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY, FLORIDA
RESOLUTION NO. _____-2014

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND LONGSTOCK II, LLC, CONCEPTUALLY APPROVING THE REDEVELOPMENT OF STOCK ISLAND MARINA VILLAGE, LOCATED AT 700 AND 7009 SHRIMP ROAD, STOCK ISLAND, APPROXIMATE MILE MARKER 5, DESCRIBED AS PARCELS OF LAND IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND HAVING REAL ESTATE (RE) NUMBERS 00123720.000100, 00123720.000200 AND 00123760.000200.

WHEREAS, during a public meeting held on July 16, 2014 the Monroe County Board of County Commissioners conducted a public hearing to review and consider a request filed by Attorney Barton W. Smith, on behalf of Longstock II, LLC, for a development agreement in accordance with §110-132 and §110-133 of the Monroe County Code and Florida Statutes Sec. 163.3220 *et. seq.*, the "Florida Local Government Development Agreement Act"; and

WHEREAS, the development agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 square feet. New residential or nonresidential buildings shall not exceed 35' in height; and

WHEREAS, the Agreement approves a conceptual site plan for development on the site, subject to further site plan approval by the Planning Commission; and

WHEREAS, the development agreement involves the redevelopment of the site, currently known as Stock Island Marina Village, located at 700 and 7009 Shrimp Road, Stock Island, Florida, approximate mile marker 5 of the Overseas Highway (US 1); and

WHEREAS, the site is described as parcels of land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, having Real Estate (RE) Numbers 00123720.000100, 00123720.000200 and 00123760.000200; and

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Findings of Fact:

1. The subject property is located within a Maritime Industries (MI) Land Use (Zoning) District. Further, it is designated within a Mixed Use / Commercial (MC) category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map; and

2. In 2013, an amendment to the Monroe County Future Land Use Map was approved amending the future land use designation of the subject property from Industrial (I) to Mixed Use/Commercial (MC). The approval is memorialized by Ordinance #045-2013, approved by the Board of County Commissioners at a public hearing on December 11, 2013; and

3. The existing marina was established prior to 1986 and is thereby deemed to have a major conditional use permit pursuant to §101-4(c) of the Monroe County Code; and

4. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

5. The development agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes; and

6. Development shall not be inconsistent with the Monroe County Code; and

7. Development shall not be inconsistent with the Monroe County Comprehensive Plan; and

8. Development on Stock Island shall not be inconsistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan; and

9. Development shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

10. The Monroe County Planning Commission held a public hearing at its meeting on May 28, 2014;, which was the first of two required public hearings, and recommended approval to the Board of County Commissioners in Resolution #P19-14;

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Code;

2. The request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan;

3. The request is consistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan;

4. The request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;

5. The Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the Development Agreement between Monroe County, Florida and Longstock II, LLC attached hereto.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting held on the 16th of July, 2014.

Mayor Sylvia Murphy	_____
Mayor *pro tem* Danny L. Kohlage	_____
Commissioner Heather Carruthers	_____
Commissioner George Neugent	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Sylvia Murphy

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 6 30 14

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the ___ day of _____ 2014, by and between **Monroe County, Florida**, a Political Subdivision of the State of Florida ("Monroe County") and **Longstock II, LLC**, a Florida limited liability company, d/b/a Stock Island Marina Village ("SIMV") (collectively, the "Parties"), pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of Ordinances ("Monroe County Code"), and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2013), and is binding on the "Effective Date" set forth herein:

WITNESSETH:

The Parties hereby agree as follows:

I. RECITALS

A. This Agreement involves the redevelopment of property located at 700 and 7009 Shrimp Road, Stock Island, Florida.

B. All Parties have the authority to enter into this Agreement through Florida Statutes Chapter 163.

C. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

D. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the "Act").

E. The Parties recognize that the public noticing and hearing procedures shall follow the requirements of Section 163.3225, Florida Statutes, which requires the local government to conduct two public hearings, one of which may be before the Planning Commission.

F. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives and policies of the Monroe County Comprehensive Plan which contains goals and objectives, including but not limited to Policy 101.4.5, which seeks to encourage the preservation of traditional working waterfront uses along with promoting recreational and commercial working waterfront uses, as defined by 342.07, F.S. by permitting a mix of uses

on properties whose Future Land Use Map ("FLUM") designation is Mixed Use / Commercial (MC) and zoning district is Maritime Industries (MI).

G. Monroe County finds that entering into this Agreement implements Policy 101.20.2 by encouraging the redevelopment of Safe Harbor as identified in the Stock Island/Key Haven Livable Communikeys Master Plan Volume I and II.

H. Monroe County finds that entering into this Agreement implements Goal 102 providing the Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands.

I. Monroe County Code Section 138-22(2) allows for the transference of transient residential ROGO exemptions (TREs) from sender sites in the Lower Keys ROGO subarea or the Big Pine Key/No Name Key ROGO subareas to receiver sites in the Lower Keys ROGO subarea. The receiver site/unit meets all of the following criteria: 1) The receiver site is located in the same ROGO subarea as the sender site, with the exception that ROGO exemptions associated with transient residential dwelling units may be transferred from the Big Pine and No Name Key ROGO subarea to the Lower Keys ROGO subarea; 2) The receiver unit shall only be constructed within a) a tier III designated area or b) a tier III-A (special protection area) designated area where the development does not involve the clearing of any native habitat; and 3) Receiver unit shall not be constructed within a velocity (V) zone.

J. SIMV property is generally described as follows:

1. SIMV owns that certain real property located at 700 and 7009 Shrimp Road, Stock Island, Florida ("SIMV Property"). A copy of the Special Warranty Deed evidencing SIMV's ownership is attached as Exhibit 1. Historically and currently the SIMV Property was and is being used for water dependent uses.

2. The SIMV property complete legal description is provided in Exhibit 2.

3. As of the date of this Agreement, the SIMV Property is assessed by the Monroe County Property Appraiser as real estate numbers 00123760-000200, 00123720-000100 and 00123720-000200.

4. The SIMV Property currently has a Maritime Industries ("MI") Land Use (Zoning) District designation and a corresponding Mixed Use Commercial ("MC") Future Land Use Map designation. A copy of the Land Use District Map and Future Land Use Map for the SIMV Property is attached as Exhibit 3.

5. The SIMV Property currently has a Tier Overlay District designation of Tier III.

6. The SIMV Property consists of 44.124 acres, including 12.24 acres of upland and 31.884 acres of submerged land.

7. Since September 15, 1986, marinas in the MI Land Use (Zoning) District require a major conditional use permit. Since the SIMV Property was lawfully developed with a marina prior to September 15, 1986, the SIMV Property is deemed to have a major conditional use permit in accordance with Monroe County Code Section 101-4(c).

8. In 2012, SIMV applied for and was granted a minor deviation to its conditional use for reconfiguring 173 of its existing 361 wet slips. The approval is memorialized by a letter from the Planning & Environmental Resources Director Townsley Schwab dated July 10, 2012. A copy of the Minor Deviation approval is attached as Exhibit 4.

II. PURPOSE

A. The overall purpose of this Agreement is to allow the Parties to provide certainty in development of the SIMV Property.

B. The Agreement allows the redevelopment of property located at 700 and 7009 Shrimp Road, Stock Island, Florida, in compliance with all applicable provisions of Florida Statutes, the Principles for Guiding Development in the Florida Keys Area of Critical State Concern, the Monroe County Comprehensive Plan, the Master Plan for the Future Development of Stock Island and Key Haven, and the Monroe County Code.

C. The Agreement allows the Parties to implement the provisions of Monroe County Code Section 138-22(2) as applied to the Properties in order to allow for a reasonable use of the SIMV Property by allowing the transference of market-rate transient residential TRE's lawfully associated with Sender Site(s) to the Receiver Site.

D. SIMV desires to transfer up to and including one-hundred (100) transient TREs from sender site(s) to the receiver site SIMV Property.

III. AGREEMENT REQUIREMENTS

A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in the preceding clauses are incorporated herein and form a material part of this Agreement. The Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following.

B. **Legal Description and Ownership.** The legal descriptions for the Properties subject to this Agreement are set forth in Exhibit 2.

C. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the "Effective Date" as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County

Comprehensive Plan governing the development of land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

D. **Permitted Uses.**

1. SIMV, 700 and 7009 Shrimp Road, Stock Island:

   a. The SIMV Property currently has a MI Land Use (Zoning) District designation and a corresponding MC Future Land Use Map designation.

   b. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses in the MC Future Land Use Map category include, but are not limited to, commercial retail; office; maritime industry; commercial fishing; hotels; marinas, light industrial and accessory uses.

   c. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall maintain a minimum of 35% (or 4.28 acres) of the upland area of the property for working waterfront and water dependent uses (excluding transient uses).

   d. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall maintain a minimum of 20% of the existing wet slips and 10% of any future new wet slips for vessels involved with recreational and commercial working waterfront uses. The dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.

   e. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

   f. In accordance with this Agreement and with the MI Land Use (Zoning) District, as set forth in Monroe County Code Section 130-85, and in compliance with other provisions of the Code, the permitted uses in the MI Land Use (Zoning) District include, but are not limited to, commercial retail; office; light industrial; commercial fishing; hotels; marinas and accessory uses.

   g. The redevelopment of the SIMV Property includes the addition of up to one hundred (100) hotel rooms, restaurants, a fish house retail and distribution operation, and other improvements related to the existing marina and accessory development. Not including accessory structures related to the hotel use, the nonresidential intensity shall not exceed 80,000 square feet.

h. The height of any new structure associated with the redevelopment of the SIMV Property shall not exceed 35 feet measured from grade, except for solar apparatus, according to the Monroe County Code in effect at the execution of this Agreement. Height is defined as "the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding chimneys; spires and/or steeples on structures used for institutional and/or public uses only; radio and/or television antenna, flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in chapter 146. However, in no event shall any of the exclusions enumerated in this section be construed to permit any habitable or usable space to exceed the applicable height limitations." Monroe County Code defines "Grade" as the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure, or the crown or curb of the nearest road directly adjacent to the structure, whichever is higher. For purposes of the SIMV Property grade shall be determined based on the attached topographic survey attached hereto as Exhibit 5.

E. **Public Facilities**. The impact on public facilities is nominal. The number of existing transient residential dwelling units and non-residential intensity at SIMV were recognized in the planning of the sewage treatment plant serving Stock Island.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the SIMV Property. Excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will master meter the hotel use. In addition, excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will meter other types of development accordingly.

2. Keys Energy Services provides electric service to the SIMV Property. Excluding existing development that may already be metered, Keys Energy Services will master meter the hotel use. In addition, excluding existing development that may already be metered, Keys Energy Services will meter other types of development accordingly.

3. Solid waste service is provided to each property by a solid waste collection system franchised by Monroe County.

4. The SIMV Property is connected to central sewer via KW Resort Utilities Corp.'s system.

F. **Reservation or Dedication of Land**. There is no reservation or dedication of land for public purposes contemplated by this Agreement.

G. **Development Allowed and Required**. The following specific criteria are those which will guide development of the Property, and are standards by which any further approvals shall be measured and shall be as follows:

a. The SIMV Property consists of 44.124 gross acres consisting of 12.24 acres of upland and 31.884 acres of submerged land.

b. SIMV Property is permitted to transfer up to (100) transient TRE's from property(s) located in the Lower Keys and Big Pine Key ROGO subareas.

c. Provided such development can be designed and approved by all applicable codes, including but not limited to the Monroe County Code and Florida Building Code, SIMV is permitted to develop the following buildings, facilities and structures on the SIMV Property pursuant to this Agreement:

i. Up to one hundred (100) hotel rooms to be developed into a hotel.

ii. Additional amenities ancillary and accessory to the marina use, including two restaurants and a pool bar with up to 300 seats and up to 7,000 square feet of floor area.

iii. Additional amenities ancillary and accessory to the hotel use, including a lobby, gatehouse, offices, fitness center, bath house, maintenance, and housekeeping consisting of up to 10,000 square feet as depicted on plans submitted with this Agreement.

iv. A marine services, retail, fish house retail and distribution building, boat barn consisting of up to 40,000 square feet as depicted on plans submitted with this Agreement.

v. Parking areas and landscaping

vi. Public access is permitted to the SIMV Property from 7:00 a.m. until dusk.

vii. Working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.

(a) at least 20% of the existing wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
(b) at least 10% of the new wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
(c) the preservation of dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.
(d) Permanent residential development shall be limited to commercial apartments or employee housing.

(e) The preservation of a public access walkway shall be required for all parcels with direct access to the water. Consideration shall be given to security and the physical constraints of the parcel. The public access walkway shall be documented on the final development plan to link a continuous walkway and shall be a written condition of any permit approval.
(f) Parcels shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

H. **Site Plan Approval**: Monroe County does hereby accept the conceptual site plan of the SIMV Property. The conceptual site plan is attached as Exhibit 6. The development shall be consistent with all applicable codes, including but not limited to the Monroe County Comprehensive Plan and Monroe County Code. Following a review of compliance with such codes, the final site plan must be approved by the Monroe County Planning Commission as an amendment to the Property's major conditional use permit. The Planning Commission has final authority over the site plan and the site plan may be amended by the Planning Commission.

I. **Military Installation Area of Impact.** SIMV acknowledges and understands the SIMV Property is within the Military Installation Area of Impact Overlay as defined by the Monroe County Comprehensive Plan. The SIMV Property is located in the 55 – 59 and 60 – 64 DNL (Day-Night Average Sound Level) noise contours pursuant to the 2013 Navy Final Environmental Impact Statement. While not within a 65 DNL Noise Zone or greater, SIMV agrees to sound attenuate all habitable buildings and shall strive to achieve an outdoor to indoor Noise Level Reduction Level (NLR) of at least 25 decibels. Normal permanent construction can be expected to provide a NLR of 20 dB.

J. **Finding of Consistency.** By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with the Monroe County Comprehensive Plan and Monroe County Code.

K. **Breach, Amendment, Enforcement, and Termination.**

a. **Material Breach**: A material breach by the Parties is the failure of any Party to comply with the terms of this Agreement after Notice as provided herein.

b. **Notice**: Upon any Party's material breach of the terms and conditions of this Agreement, the non-breaching Party shall serve written Notice of the breach upon the breaching Party pursuant to the procedure established in this Agreement and shall provide the opportunity, within ninety (90) days of the date such Notice is served, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. The breaching Party shall be provided an additional ninety (90) days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties. This Agreement is not subject to arbitration and must be amended in accordance with the statutory requirements.

c. **Amendment or Termination**: The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.

i. Amendments to this Agreement shall subject Parties to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.

ii. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Parties.

iii. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.

d. **Enforcement**:

i. After notice and an opportunity to respond and/or cure the material breach as provided for below. Monroe County may utilize appropriate code compliance remedies to cure any breach after notice and an opportunity to cure as provided herein.

ii. Monroe County, the other Parties, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.

iii. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.

L. **Binding Effect of Agreement**. The covenants, agreements, and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors and assigns.

M. **State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either Party's compliance with the terms of this Agreement, this agreement shall be modified as is necessary to comply with the relevant State or Federal Laws.

O. **Compliance with Other Laws.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Parties of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

P. **Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. The Parties reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

Q. **No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve the Parties other than Monroe County of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.

R. **Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings, or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

S. **Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.

T. **Joint Preparation.** This Agreement has been drafted with the participation of the Parties and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are fore ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

U. **Notices.** All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt to the

addresses stated below. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

with a copy to

Robert Shillinger , Esq.
County Attorney
PO Box 1026
Key West, Florida 33041
and
1111 12th Street, Suite 408
Key West, Florida 33040

The address of SIMV shall be:

C/O Matthew Strunk
7009 Shrimp Road
Key West, Florida 33040

And a copy to

Barton W. Smith, Esq.
Smith Oropeza, P.L.
138 - 142 Simonton Street
Key West, Florida 33040

It is the responsibility of the Parties to promptly notify all other Parties of any change in name or address for receipt of notice, demand, request, or replies.

V. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.

W. **Construction**. This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

X. **Omission**. The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

Y. **Jurisdiction and Governing Law**. The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.

Z. **Attorney's Fees and Costs.** The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

AA. **Time of Essence**. Time shall be of the essence for each and every provision of this Agreement.

BB. **Entire Agreement**. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

CC. **Counterparts**. This Agreement may be executed in one or more counterparts, and by different Parties hereto in separate counterparts, each of which when executed shall be deemed to an original but all which taken together constitute one and the same agreement.

DD. **Recording**. Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. SIMV agrees that it shall be responsible for all recording fees and other related fees and costs related to the

recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term provided herein and shall be binding upon all successors in interest to the Parties to this Agreement.

EE. **Conflicting Resolutions**. All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

FF. **Severability**. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder of the Agreement shall not be invalidated thereby and shall be given full force and effect as if the contrary, prohibited, or invalid provision was never a part hereof.

IV. Effective Date. The "Effective Date" of this Agreement is forty-five (45) days after the duly signed and recorded Agreement is received by the Florida Department of Economic Opportunity pursuant to Chapter 380, Florida Statutes, and if appealed, until the appealed is resolved and if challenged until the challenge is resolved.

[Rest of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Longstock II, LLC

By: _____
Donald Foss

Title: Manager

Date: _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2014, by Donald Foss, the manager of Longstock II, LLC. He is personally known to me and did not take an oath.

County of _____
State of _____

_____
Notary Public
My commission expires

SEAL

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

_____
MAYOR

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
July 1, 2014

Doc# 1819016 01/04/2011 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Document Prepared By and Return To:
Joe Miklas, Esq.
Joe Miklas, P.A.
P.O. Box 366
Islamorada, FL 33036

Parcel ID Number: 9091103 et seq.

01/04/2011 11:13AM
DEED DOC STAMP CL: RHONDA $112,000.00

Doc# 1819016
Bk# 2499 Pg# 355

Special Warranty Deed

This Indenture, made this 29th day of December, 2010, between NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantor and

LONGSTOCK II, LLC, a Florida limited liability company, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN ($10) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO

NOTE: This is an absolute conveyance of the title in consideration of the cancellation of the debt secured by the mortgage and is not intended to be an additional security.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

Exhibit 1

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

Printed name: Patricia Dougherty
Witness

Printed name: Marie Cerulli
Witness

NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company

By: New Stock Island Properties II, LLC, a Delaware limited liability company its Member

By: New Stock Island Properties III, LLC, a Delaware limited liability company its Member

By: EVA Realty, LLC, a Delaware limited liability company its Manager

By: Matthew Strunk
Title: Authorized Representative

STATE OF New York

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 29th day of December, 2010, by Matthew Strunk, as Authorized Rep of EVA Realty, LLC, the Manager of New Stock Island III, LLC, a Delaware limited liability company, the Member of New Stock Island Properties II, LLC, a Delaware limited liability company, the Member of New Stock Island Properties, LLC, a Delaware limited liability company, on behalf of said companies, who is personally known to me or who produced NYS Driver's License as identification.

Notary Public
Print Name: Janet Gerena
Commission No. 01GE6223275
Commission Expires: 6/7/14

(Seal)

JANET GERENA
Notary Public, State of New York
No. 01GE6223275
Qualified in Suffolk County
Commission Expires 06/07/2014

Exhibit 1

EXHIBIT A

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 1

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:
A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED N0.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537,46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated** *effective 7/31/2010*)

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTENCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG Sold LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING Sold LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

Exhibit 1

LEGAL DESCRIPTION

EXHIBIT A

Doc# 1819016
Bk# 2499 Pg# 357

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819016
Bk# 2499 Pg# 358

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 2

LEGAL DESCRIPTION

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

LEGAL DESCRIPTION

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:
A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED N0.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

LEGAL DESCRIPTION

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

Exhibit 2

LEGAL DESCRIPTION

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

Exhibit 2

LEGAL DESCRIPTION

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537,46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated** *effective 7/31/2010*)

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTENCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

Exhibit 2

LEGAL DESCRIPTION

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG Sold LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING Sold LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

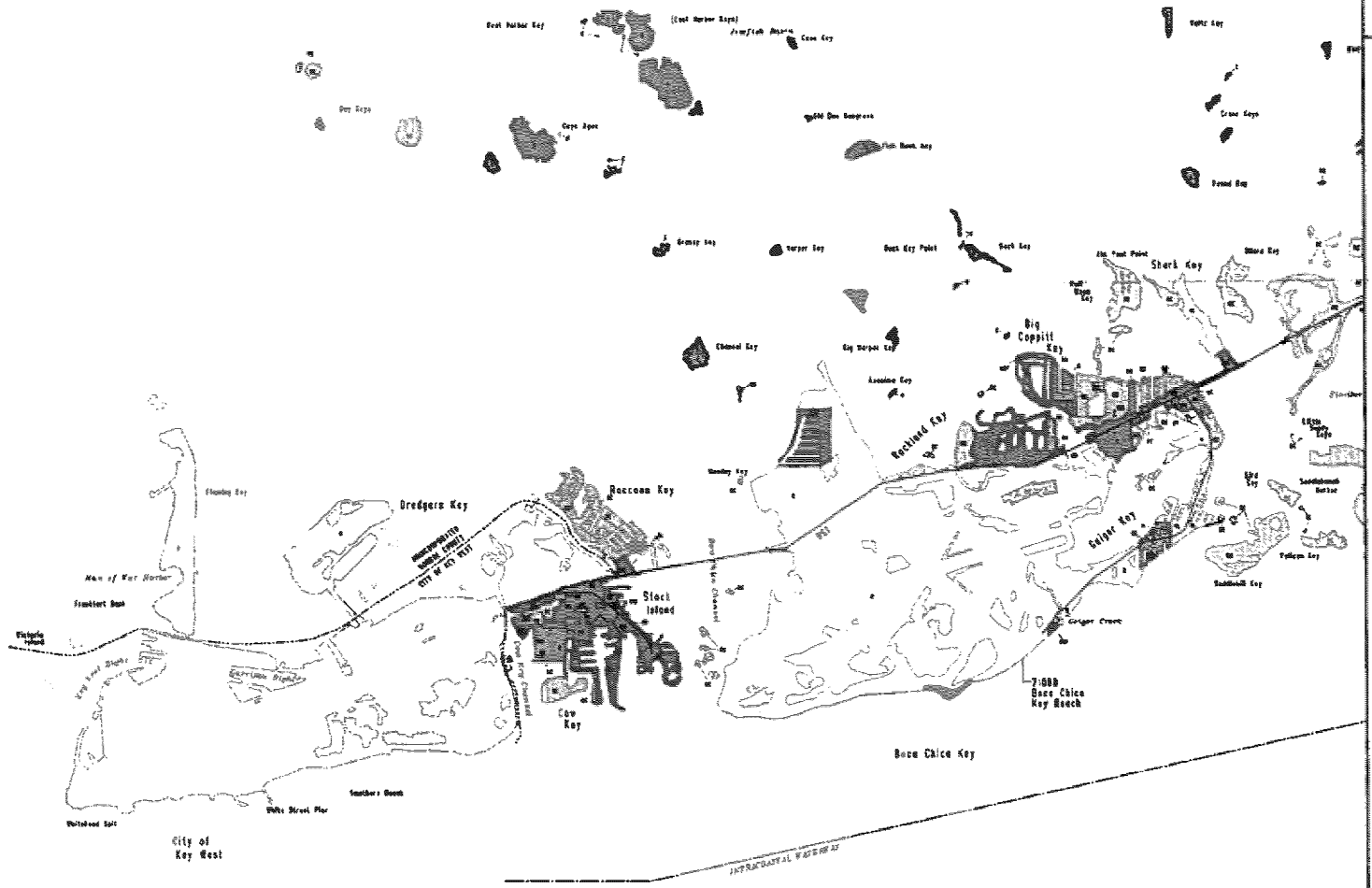
MONROE COUNTY
OFFICIAL PUBLIC RECORD

Exhibit 2

EXHIBIT 3

MONROE COUNTY
YEAR 2010
COMPREHENSIVE PLAN

FUTURE LAND USE



RESIDENTIAL
- Residential Conservation
- Residential Low
- Residential Medium
- Residential High

COMMERCIAL
- Mixed Use/Commercial
- Mixed Use/Commercial Fishing

OTHER
- Industrial
- Agriculture
- Institutional
- Education
- Public Buildings/Grounds
- Public Facilities
- Airport Facility
- Military
- Recreational
- Conservation
- Transportation Utilities
- Historic Districts

DISCLAIMER:
(1) Parcel use, including improved outside areas, are recognized to be only estimated by the existing conditions at the site used.
(2) Land use maps are to be updated by site visit as provided in Section 9.5-522.

SOURCES:
Wetlands Mapping & Study, 1992
U.S. Fish and Wildlife Service, 1991
Florida Department of Natural Resources, 1991
Monroe County Growth Management Division, 1991

PREPARED BY:
Monroe County Growth Management Division

Map Scale is 1:24,000
0 Feet 2,000 4,000 8,000 12,000 16,000

NOTES:

PLANS AUTHORIZED STATUS
Existing and commercial development in Monroe County is subject to the Permit Allocation System (see Objectives 101.2 and 101.3 and related guidelines). The densities and intensities of land identified on the Future Land Use Map may not be achievable immediately upon adoption of the Plan, but may be achieved over the planning horizon as permits are issued in accordance with the Permit Allocation System.

PERMITTED USES
The Future Land Use Map is not a zoning map. Future land use categories have been established to correspond the appropriate range of uses and densities and intensities that may be permitted in each area. The actual range of permitted uses, densities and intensities of uses to be permitted on any parcel may be further limited by the Land Development Regulations, based upon consistency with all applicable provisions of the Plan and the Concurrency Management System, and the adjacent land development designations, as well as the need to protect natural resources, maintain the character of the existing community, and ensure that adequate public facilities are available. Permitted uses may be further limited through the application of additional development criteria which may be adopted as part of the Land Development Regulations.

SPECIAL CONDITIONS
There are a number of properties subject to special conditions agreed to between the County and the Florida Department of Community Affairs. These conditions are listed in the Future Land Use Element. Properties subject to special conditions are identified on the Official Zoning Map by the letter "S" and their conditions are set forth in the Land Development Regulations.

PROPOSED AMENDMENTS PENDING
The adopted Plan is subject to proposed amendments that may be considered by the Board of County Commissioners during the 1997 Evaluation and Appraisal Report process. Such amendments may affect the densities, intensities and permitted uses of land designated on the Future Land Use Map. Persons should contact the Monroe County Growth Management Division to determine what proposed amendments are pending.

ADOPTED JAN. 1997

MAP 8

3095

ORDINANCE NO. 045-2013

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM INDUSTRIAL (I) TO MIXED USE COMMERCIAL (MC) FOR EIGHTEEN PARCELS OF LAND ON STOCK ISLAND, HAVING REAL ESTATE NUMBERS 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, LOCATED ON SOUTH STOCK ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Longstock II, LLC, submitted an application amending Monroe County 2010 Comprehensive Plan Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MC category; amend the maximum net density range and the maximum intensity range for the Mixed Use/Commercial (MC) Future Land Use Map Category and to clarify the footnotes within the table; and

WHEREAS, on February 13, 2012, the BOCC voted to transmit the amendment, with the staff's added recommended provisions to preserve and enhance working waterfront while allowing moderate redevelopment of other uses, to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) Report on May 4, 2012, which did not identify any issues with the proposed amendment; and

WHEREAS, at a public hearing on September 21, 2012, the BOCC adopted the text amendment, amending the MC Future Land Use Map Category description and assigning the MI Zoning District to the MC category (Ordinance 032-2012); and

Exhibit 3

WHEREAS, the MC Future Land Use Map category now includes provisions to preserve and promote recreational and commercial working waterfront uses on all lands designated with the Maritime Industries (MI) land use district within the MC category; and

WHEREAS, 18 properties on South Stock Island formed the Safe Harbor Marina Property Owners Association, Inc.,and submitted an application for a Future Land Use Map amendment from from Industrial (I) to Mixed Use/Commercial (MC); and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 25th day of September, 2012; and

WHEREAS, the Monroe County Planning Commission held a public hearing on the 14th day of November, 2012, for review and recommendation on the proposed Future Land Use Map amendment; and

WHEREAS, the Monroe County Planning Commission made the following findings of fact and conclusions of law:

1. On September 21, 2012, the BOCC adopted an amendment to Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MC category.

2. The BOCC also adopted provisions to further preserve and enhance working waterfront uses within the MC Future Land Use Map Category.

3. The 18 subject parcels are designated as Tier III, classified as developed land, and are not designated as habitat for any protected species.

4. The definition of the term recreational and commercial working waterfront, pursuant to Section 342.07, F.S., means *"a parcel or parcels of real property that provide access for water-dependent commercial activities, including hotels and motels as defined in s. 509.242(1), or provide access for the public to the navigable waters of the state. Recreational and commercial working waterfronts require direct access to or a location on, over, or adjacent to a navigable body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to the waters of the state or that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include public lodging establishments, docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, boat construction facilities, and other support structures over the water. As used in this [statute] section, the term "vessel" has the same meaning as in s. 327.02(39). Seaports are excluded from the definition."*

5. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.

Exhibit 3

6. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statutes.

WHEREAS, the Monroe County Planning Commission passed Resolution No. P54-12 recommending transmittal of the proposed amendment; and

WHEREAS, at a special meeting held on the 18th day of April, 2013, the Monroe County Board of County Commissioners held a public hearing and approved Resolution No. 133-2013 to transmit the proposed amendment to the State Land Planning Agency; and

WHEREAS, the proposed Comprehensive Plan amendment to amend the Future Land Use Map was reviewed by the State Land Planning Agency which issued an Objections, Recommendations, and Comments (ORC) Report on July 2, 2013. The ORC report stated that *"the NAS-KW states that the Navy is utilizing the 2007 AICUZ and that the more recent Environmental Impact Statement (EIS) noise contours are in draft form and therefore not acceptable at this time. The recent EIS study depicts the parcel as being within a lower noise contour, one in which the transient development would be acceptable with noise attenuation and landscaped berm on the outside of the property. For the reasons cited above, the Department objects to the proposal because the change will exacerbate the incompatibility issues that already exist. The proposed change is also inconsistent with the Principles for Guiding Development that require that proposed amendments must be consistent with protection of the value of public investments in the Florida Keys, including Naval Air Station- Key West;"* and

WHEREAS, the ORC report also included a recommendation for addressing the objection: *"The applicant may consider delaying adoption of the proposed amendment until the 2012 EIS DNL Map is adopted by the military, and provide noise attenuation and outside landscaped berms, as requested by the Department of the Navy;"* and

WHEREAS, in response to the ORC Report, the County did wait until the Navy's Record of Decision for the Final Environmental Impact Statement for Naval Air Station Key West Airfield Operations, which was issued on October 31, 2013, and includes new noise contours which no longer include the subject properties of this FLUM amendment within the 65 DNL (Day-Night Average noise).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended by changing the FLUM designation from Industrial (I) to Mixed Use Commercial (MC) for eighteen parcels of land on Stock Island, having Real Estate Numbers 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000; located on South

Exhibit 3

Stock Island, as shown on Exhibit 1, which is attached hereto and incorporated herein.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes, and after any applicable challenges have been resolved.

Section 6. **Inclusion in the Comprehensive Plan.** The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting held on the 11th day of Dec., 2013.

Mayor Sylvia Murphy	Yes
Mayor *Pro Tem* Danny Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner David Rice	Yes
Commissioner George Neugent	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Sylvia Murphy

FILED FOR RECORD
2014 JAN -6 AM 9:13
AMY HEAVILIN
MONROE COUNTY

SEAL

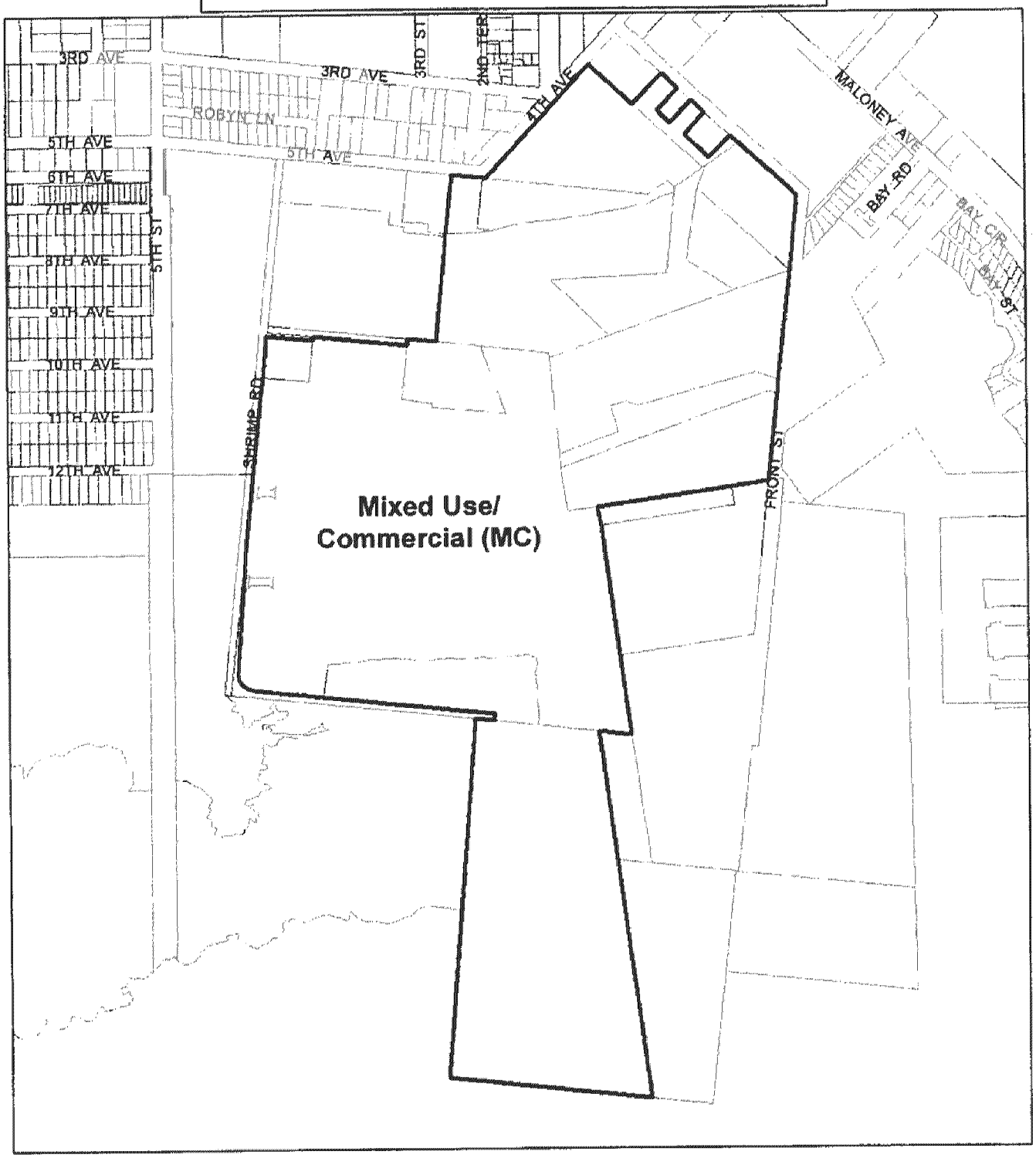
ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Nov. 20, 2013

Exhibit 3

Exhibit 1 to Ordinance# 045 -2013



The Monroe County Future Land Use Map is amended as indicated above.

Proposal: Future Land Use change of eighteen parcels of land on Stock Island, having real estate numbers 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, located on south Stock Island; from Industrial (I) to Mixed Use/Commercial (MC).

N

Exhibit 3

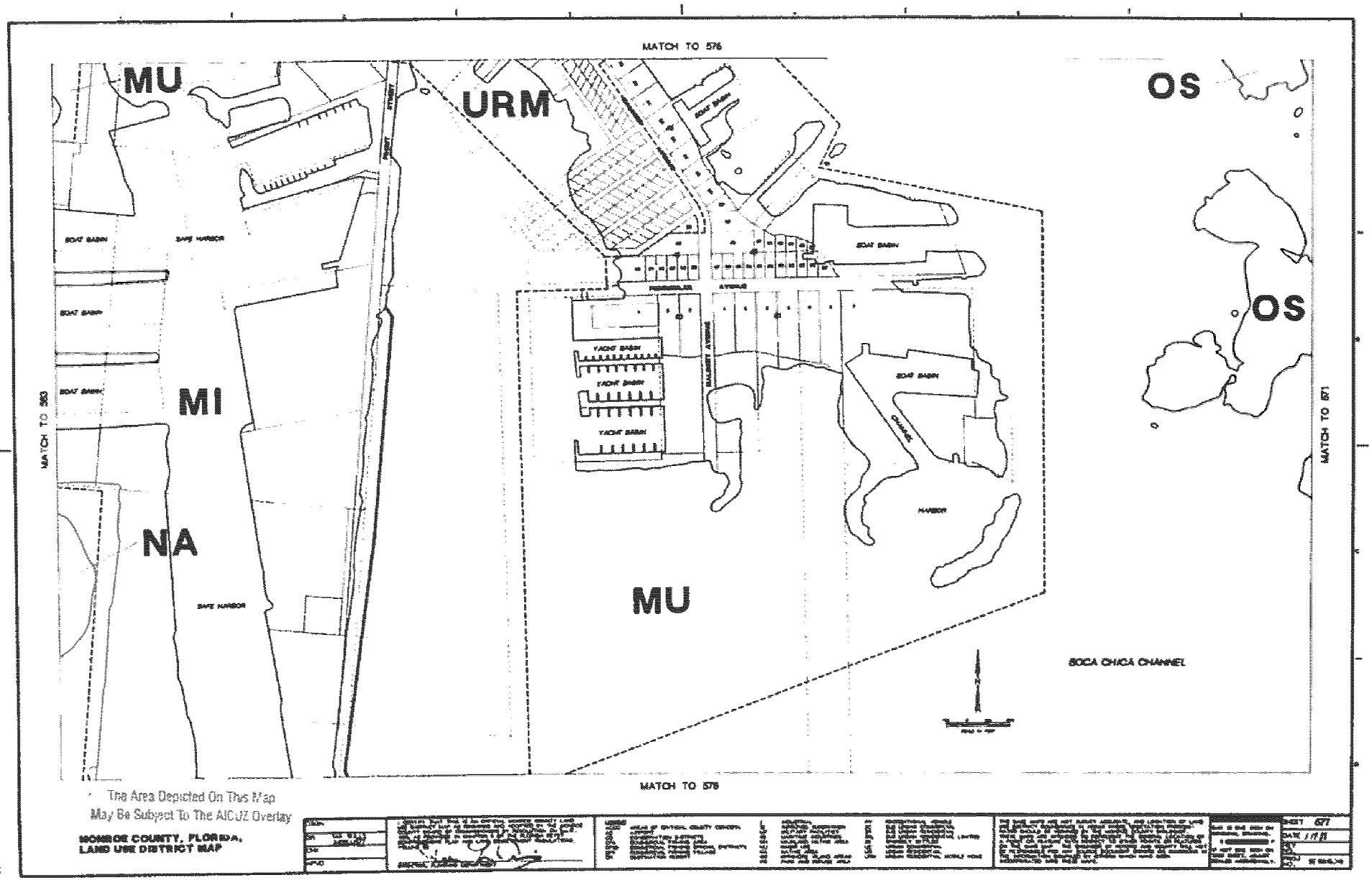

MATCH TO 576
MU
URM
OS
OS
MI
NA
MU
MATCH TO 563
MATCH TO 671
MATCH TO 576
BOCA CHICA CHANNEL
The Area Depicted On This Map
May Be Subject To The AICUZ Overlay
MONROE COUNTY, FLORIDA.
LAND USE DISTRICT MAP

Exhibit 3

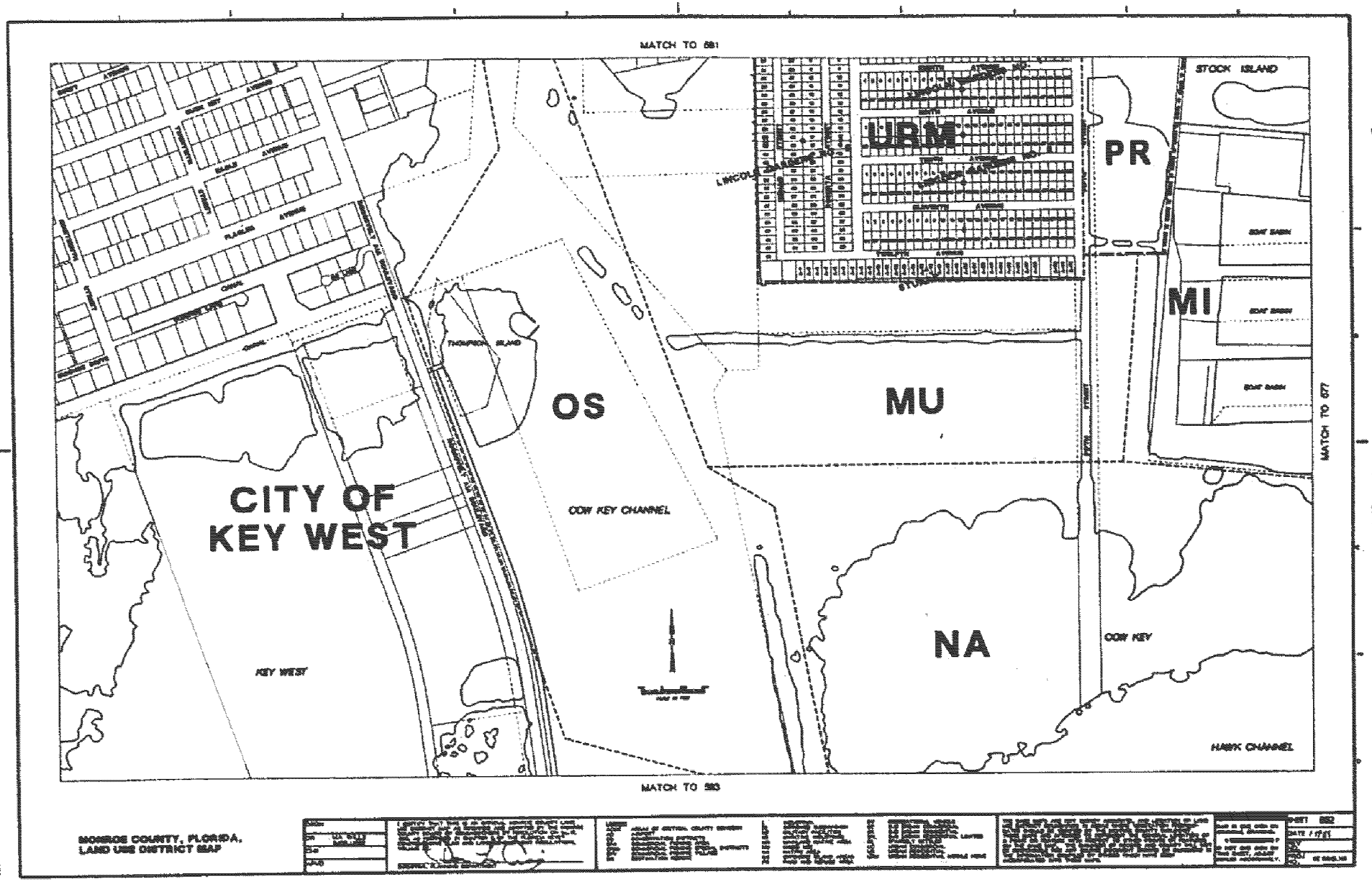


Exhibit 3

3102

County of Monroe
Growth Management Division

Planning & Environmental Resources Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor David Rice, Dist. 4
Mayor Pro Tem Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
George Neugent, Dist. 2
Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

July 10, 2012

Barton Smith, P.L.
624 Whitehead Street
Key West, FL 33040

Subject: **Minor Deviation to a Major Conditional Use Permit (Deemed)**
Stock Island Marina Village, 7009 Shrimp Road, Stock Island, Real Estate #00123720.000100, #00123720.000200 and #00123760.000200 (File #2011-090)

Mr. Smith,

The Planning & Environmental Resources Department has approved your request for a minor deviation to the major conditional use permit for the above referenced site. The minor deviation was required in order to allow the reconfiguration of 173 of the site's 361 boat slips as shown on a site plan by Weiler Engineering Corporation (WEC) dated April 19, 2012. The Department has determined that the application complies with the requirements and standards set forth in the Monroe County Code. The following conditions apply:

1. Any additional revisions to the site plan or future improvements to the property are subject to further review as a minor deviation or as an amendment to the major conditional use permit approval.
2. While staff recognizes the lawful existence of the 361 boat slips to be reconfigured, this approval does not recognize all of the other existing land uses on the site as lawful. The Planning & Environmental Resources Department is concurrently reviewing this matter. This approval does not condone or approve the unlawful land use and the property owner is subject to possible code compliance prosecution if the unlawful uses are not permitted or terminated.
3. A Monroe County building permit(s) is also required for the scope of work. The Monroe County Office of the Fire Marshal and the Monroe County Building Department have not reviewed this application. The applicant shall meet any additional requirements required by the Fire Marshal and the Building Department.

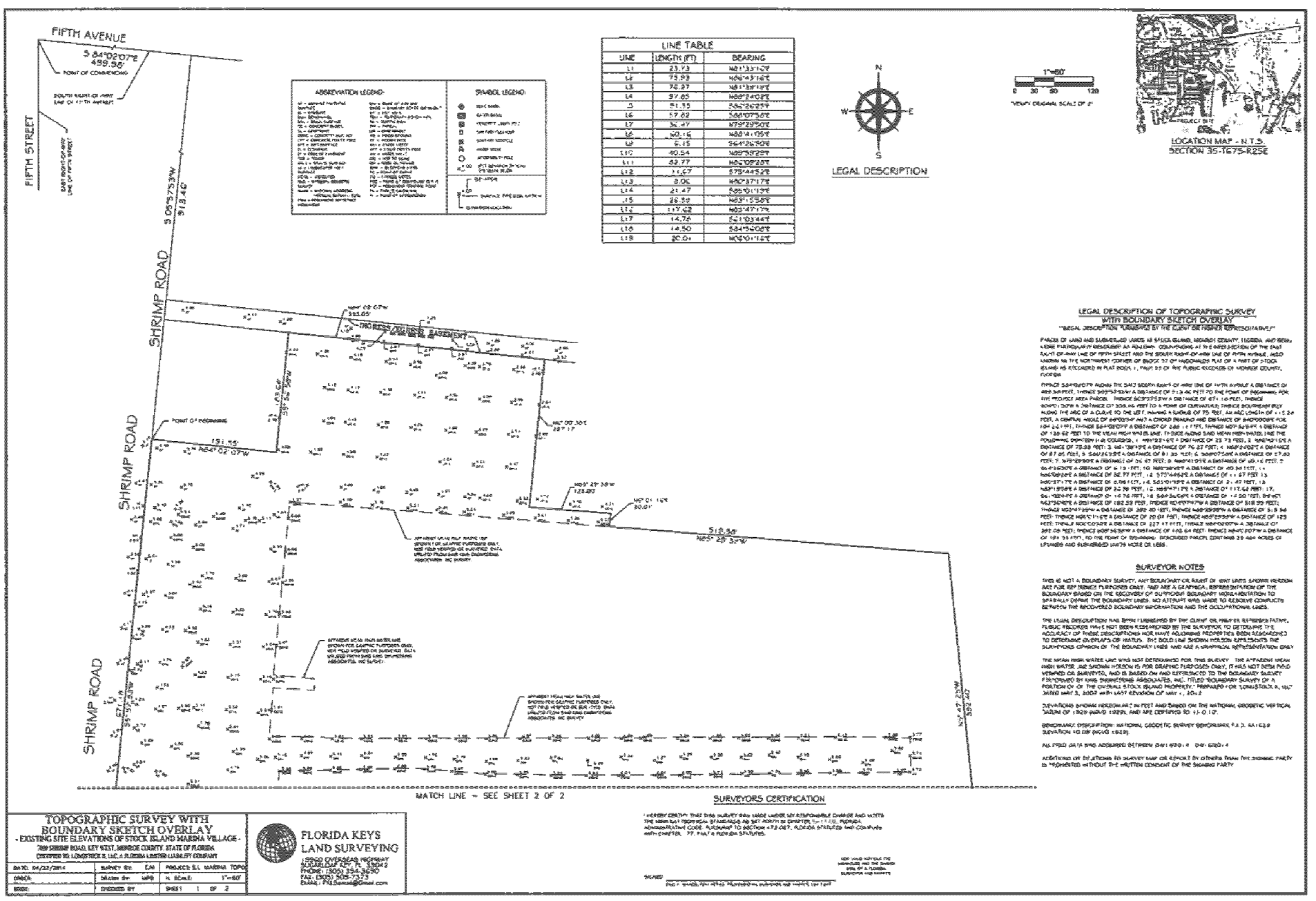
We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Respectfully,

Townsley Schwab, Senior Director of Planning & Environmental Resources

EXHIBIT 4

EXHIBIT S



ABBREVIATION LEGEND:

SYMBOL LEGEND:

LINE TABLE		
LINE	LENGTH (FT)	BEARING
L1	23.73	N81°33'10"E
L2	75.93	N86°43'16"E
L3	76.27	N81°39'15"E
L4	97.65	N89°24'08"E
L5	91.35	S84°26'25"E
L6	57.62	S86°07'56"E
L7	36.47	N79°29'50"E
L8	60.16	N88°41'05"E
L9	6.15	S64°26'40"E
L10	40.54	N89°39'28"E
L11	62.77	N85°08'25"E
L12	11.67	S75°44'52"E
L13	8.06	N80°37'17"E
L14	21.47	S86°01'13"E
L15	26.53	N83°15'56"E
L16	117.62	N85°47'17"E
L17	14.76	S21°03'44"E
L18	14.50	S84°56'06"E
L19	80.01	N05°01'16"E

LEGAL DESCRIPTION

1"=60'
0 30 60 120
"VIEW ORIGINAL SCALE OF 4"

LOCATION MAP - N.T.S.
SECTION 35-T67S-R25E

LEGAL DESCRIPTION OF TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY

"LEGAL DESCRIPTION FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE"

PIECES OF LAND AND SUBMERGED LANDS AS STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE, ALSO KNOWN AS THE NORTHWEST CORNER OF BLOCK 57 OF MACDONALDS PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 88 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA

THENCE S84°02'07"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE A DISTANCE OF 499.96 FEET; THENCE S05°57'53"W A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; FOR THE PRESENT AREA PARCEL; THENCE S05°57'53"W A DISTANCE OF 67.16 FEET; THENCE SOUTH 306.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 35 FEET, AN ARC LENGTH OF 115.89 FEET, A CENTRAL ANGLE OF 189°00'49" AND A CHORD BEARING AND DISTANCE OF S88°00'09"E FOR 104.24 FEET; THENCE S84°29'07"E A DISTANCE OF 286.11 FEET; THENCE NORTHERLY A DISTANCE OF 139.62 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES: 1. N89°32'49"E A DISTANCE OF 23.73 FEET; 2. N86°43'16"E A DISTANCE OF 75.93 FEET; 3. N81°39'15"E A DISTANCE OF 76.27 FEET; 4. N89°24'08"E A DISTANCE OF 97.65 FEET; 5. S84°26'25"E A DISTANCE OF 91.35 FEET; 6. S86°07'56"E A DISTANCE OF 57.62 FEET; 7. N79°29'50"E A DISTANCE OF 36.47 FEET; 8. N88°41'05"E A DISTANCE OF 60.16 FEET; 9. S64°26'40"E A DISTANCE OF 6.15 FEET; 10. N89°39'28"E A DISTANCE OF 40.54 FEET; 11. N85°08'25"E A DISTANCE OF 62.77 FEET; 12. S75°44'52"E A DISTANCE OF 11.67 FEET; 13. S70°49'49"E A DISTANCE OF 1.67 FEET; 14. N80°37'17"E A DISTANCE OF 8.06 FEET; 15. N86°01'13"E A DISTANCE OF 21.47 FEET; 16. N83°15'56"E A DISTANCE OF 26.53 FEET; 17. N85°47'17"E A DISTANCE OF 117.62 FEET; 18. S84°56'06"E A DISTANCE OF 14.50 FEET; 19. N21°03'44"E A DISTANCE OF 14.76 FEET; 20. S84°56'06"E A DISTANCE OF 182.53 FEET; THENCE N05°57'53"W A DISTANCE OF 518.56 FEET; THENCE N85°29'32"W A DISTANCE OF 392.40 FEET; THENCE S88°29'07"W A DISTANCE OF 8.18 FEET; THENCE N05°01'16"E A DISTANCE OF 80.01 FEET; THENCE N85°29'32"W A DISTANCE OF 123 FEET; THENCE SOUTHERLY A DISTANCE OF 227.11 FEET; THENCE N89°00'07"W A DISTANCE OF 307.05 FEET; THENCE S05°36'39"W A DISTANCE OF 145.64 FEET; THENCE N84°02'07"W A DISTANCE OF 184.33 FEET, TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 39.464 ACRES OF UPLANDS AND SUBMERGED LANDS MORE OR LESS.

SURVEYOR NOTES

THIS IS NOT A BOUNDARY SURVEY. ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY BASED ON THE RECOVERY OF SUPPORT BOUNDARY MONUMENTATION TO SPATIALLY DEFINE THE BOUNDARY LINES. NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY INFORMATION AND THE OCCUPATIONAL LINES.

THE LEGAL DESCRIPTION HAS BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR GAPS. ANY BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYORS OPINION OF THE BOUNDARY LINES AND ARE A GRAPHICAL REPRESENTATION ONLY.

THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPARENT MEAN HIGH WATER LINE SHOWN HEREON IS FOR GRAPHIC PURPOSES ONLY, IT HAS NOT BEEN FIELD VERIFIED OR SURVEYED, AND IS BASED ON AND REFERENCED TO THE BOUNDARY SURVEY PERFORMED BY KING ENGINEERING ASSOCIATES, INC. TITLED "BOUNDARY SURVEY OF A PORTION OF OF THE OVERALL STOCK ISLAND PROPERTY." PREPARED FOR LONGSTOCK II, LLC" DATED MAY 3, 2007 WITH LAST REVISION OF MAY 1, 2012

ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929), AND ARE CERTIFIED TO +/- 0.10'.

BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK # A 21 4218 ELEVATION 10.08' (NGVD 1929)

ALL FIELD DATA WAS ACQUIRED BETWEEN DATE 07/01/14 - DATE 07/01/14

ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CONFORMS WITH CHAPTER 177, PART II, FLORIDA STATUTES.

SIGNED

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY

- EXISTING SITE ELEVATIONS OF STOCK ISLAND MARINA VILLAGE -

7699 SHRIMP ROAD, KEY WEST, MONROE COUNTY, STATE OF FLORIDA

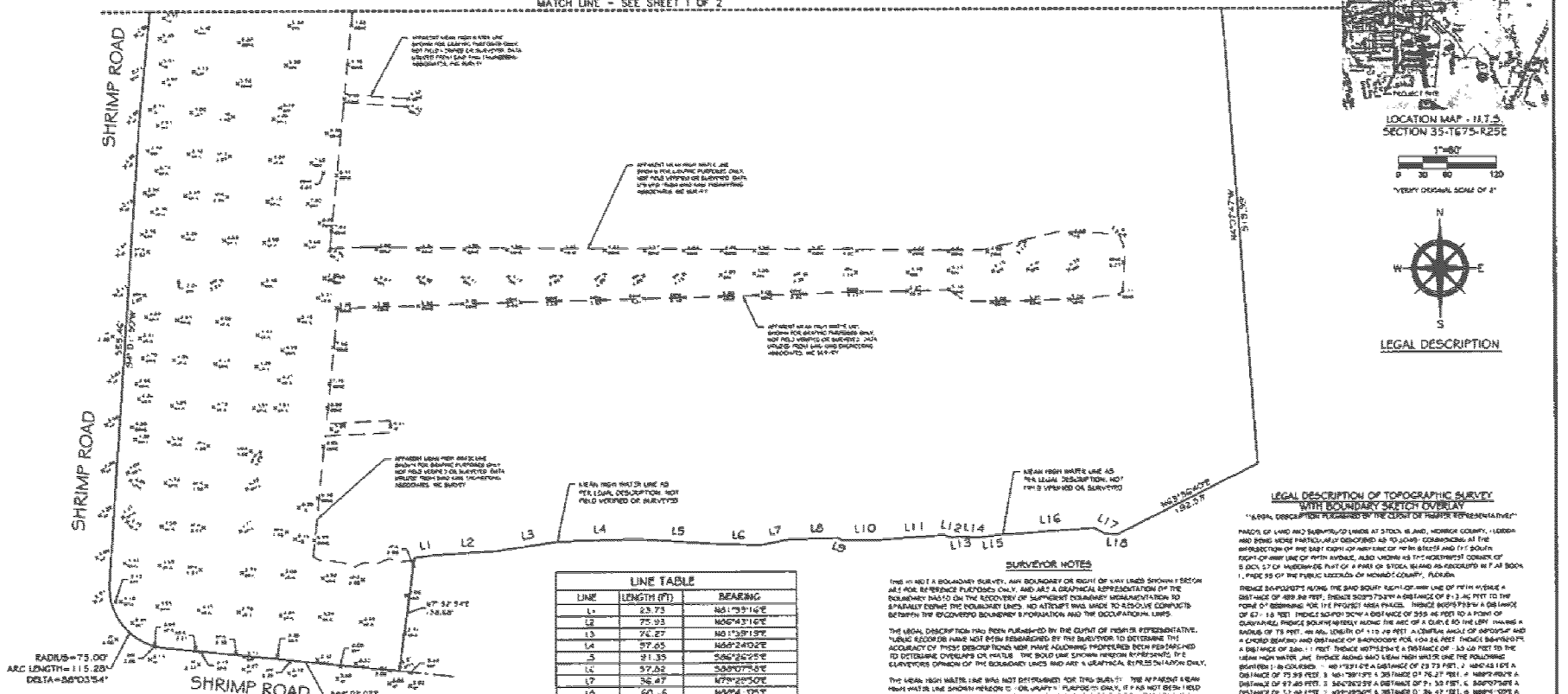
CERTIFIED TO: LONGSTOCK II, LLC, A FLORIDA LIMITED LIABILITY COMPANY

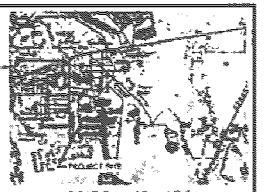
DATE: 04/23/2014	SURVEY BY: EAR	PROJECT: S.I. MARINA TOPO
CHECK:	DRAWN BY: MPB	H. SCALE: 1"=60'
BOOK:	CHECKED BY:	SHEET 1 OF 2

FLORIDA KEYS LAND SURVEYING
1 SPOONBILL LANE
TAVERNIER, FL 33070
PHONE: (305) 394-3690
FAX: (305) 509-7373
EMAIL: FKLSsmail@Gmail.com

3104

EXHIBIT S





LOCATION MAP - U.S.G.S.
SECTION 35-T67S-R25E

1"=80'
0 30 60 120
"VERIFY ORIGINAL SCALE OF 8"

N
W E
S

LINE TABLE

LINE	LENGTH (FT)	BEARING
L1	23.73	N61°39'16"E
L2	75.93	N66°43'16"E
L3	76.27	N61°39'19"E
L4	57.65	N66°24'02"E
L5	91.35	S86°26'25"E
L6	57.82	S69°07'56"E
L7	36.47	N79°28'50"E
L8	60.16	N88°41'05"E
L9	6.15	S64°26'30"E
L10	40.54	N69°59'29"E
L11	82.77	N66°05'28"E
L12	11.67	S75°44'52"E
L13	8.06	N60°37'17"E
L14	21.47	S65°01'19"E
L15	24.59	N63°15'58"E
L16	117.62	N65°47'17"E
L17	14.78	S61°05'44"E
L18	14.50	S84°56'06"E
	20.01	N06°01'16"E

SURVEYOR NOTES

THIS IS NOT A BOUNDARY SURVEY. ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY, AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY BASED ON THE RECOVERY OF SUFFICIENT BOUNDARY MONUMENTATION TO ADEQUATELY DEFINE THE BOUNDARY LINES. NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY MONUMENTATION AND THE OCCUPATION LINES.

THE LEGAL DESCRIPTION HAS BEEN FURNISHED BY THE CLIENT OR THEIR REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR GAPS. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYORS OPINION OF THE BOUNDARY LINES AND ARE A GRAPHICAL EXPRESSION ONLY.

THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPARENT MEAN HIGH WATER LINE SHOWN HEREON IS FOR GRAPHIC PURPOSES ONLY, IT HAS NOT BEEN FIELD VERIFIED OR SURVEYED, AND IS BASED ON AND NOT TIED TO THE BOUNDARY SURVEY TITLED ORDER BY KRAI ENGINEERING ASSOCIATES, INC. TITLED "BOUNDARY SURVEY OF A PORTION OF OF THE OVERALL STOCK ISLAND PROPERTY," PREPARED FOR: LONGTOOTH II, LLC DATED MAY 8, 2007 WITH LAST REVISION OF MAY 1, 2012.

ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929), AND ARE EXISTING PG TO +/- 0.10'

BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK P.I.D. AA1621. ELEVATION: 10.09' (NGVD 1929).

ALL FIELD DATA WAS ACQUIRED BETWEEN 04/4/2014 - 04/16/2014.

ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

LEGAL DESCRIPTION OF TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY

"LEGAL DESCRIPTION FURNISHED BY THE CLIENT OR THEIR REPRESENTATIVE"

PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS TO-WIT: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE, ALSO KNOWN AS THE NORTHWEST CORNER OF BLOCK 57 OF MUSKRAT-EE PART OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 58 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

THENCE S64°02'07"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE A DISTANCE OF 489.86 FEET; THENCE S00°07'53"W A DISTANCE OF 91.34 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREIN PLACES; THENCE S00°07'53"W A DISTANCE OF 67.16 FEET; THENCE N79°01'30"W A DISTANCE OF 359.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'54" AND A CHORD BEARING AND DISTANCE OF S45°00'03"E FOR 104.26 FEET; THENCE S89°58'07"E A DISTANCE OF 286.19 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING EIGHTEEN (18) COURSES: 1. N61°39'16"E A DISTANCE OF 23.73 FEET; 2. N66°43'16"E A DISTANCE OF 75.93 FEET; 3. N61°39'19"E A DISTANCE OF 76.27 FEET; 4. N66°24'02"E A DISTANCE OF 57.65 FEET; 5. S86°26'25"E A DISTANCE OF 91.35 FEET; 6. S69°07'56"E A DISTANCE OF 57.82 FEET; 7. N79°28'50"E A DISTANCE OF 36.47 FEET; 8. N88°41'05"E A DISTANCE OF 60.16 FEET; 9. S64°26'30"E A DISTANCE OF 6.15 FEET; 10. N69°59'29"E A DISTANCE OF 40.54 FEET; 11. N66°05'28"E A DISTANCE OF 82.77 FEET; 12. S75°44'52"E A DISTANCE OF 11.67 FEET; 13. N60°37'17"E A DISTANCE OF 8.06 FEET; 14. S65°01'19"E A DISTANCE OF 21.47 FEET; 15. N63°15'58"E A DISTANCE OF 24.59 FEET; 16. N65°47'17"E A DISTANCE OF 117.62 FEET; 17. S61°05'44"E A DISTANCE OF 14.78 FEET; 18. S84°56'06"E A DISTANCE OF 14.50 FEET; THENCE N06°01'16"E A DISTANCE OF 193.53 FEET; THENCE N04°07'19"W A DISTANCE OF 816.89 FEET; THENCE N09°17'29"W A DISTANCE OF 382.40 FEET; THENCE N01°29'38"W A DISTANCE OF 819.38 FEET; THENCE N00°49'19"E A DISTANCE OF 80.01 FEET; THENCE N89°28'39"E A DISTANCE OF 1.65 FEET; THENCE N00°16'28"E A DISTANCE OF 287.17 FEET; THENCE N04°03'07"W A DISTANCE OF 303.58 FEET; THENCE S09°36'38"E A DISTANCE OF 183.64 FEET; THENCE N04°18'27"E A DISTANCE OF 191.58 FEET, TO THE POINT OF BEGINNING, DESCRIBING PARCEL CONTAINING 33.469 ACRES OF UPLANDS AND SUBMERGED LANDS MORE OR LESS.

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, PART II FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED AND MAPPER

SIGNED _____
ERIC H. GRACE, PSM #6766, PROFESSIONAL SURVEYOR AND MAPPER, LB# "SM"

ABBREVIATION LEGEND:

AE = ASPHALT EDGE	POC = POINT OF COMMENCEMENT
ASPH = ASPHALT	POB = POINT OF BEGINNING
BB = BASELINE	PP = POWER POLE
BFW = BOUNDARY FENCE WIRE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
BW = BOARD WALK	R = RADIUS
CBS = CONCRETE BLOCK STRUCTURE	RW = RETAINING WALL
CH = CHORD	SF = SQUARE FEET
CL = CENTERLINE	SIB = SET IRON BAR
CONC = CONCRETE	SIP = SET IRON PIPE
CP = CONCRETE POST	SIR = SET IRON ROD
D = DELTA	SIRC = SET IRON ROD & CAP
DE = DRAINAGE EASEMENT	SMH = SEWER MANHOLE
ENC = ENCLOSURE	SSCO = SANITARY SEWER CLEAN OUT
FD = FOUND	TB = TANGENT BEARING
FIB = FOUND IRON BAR	TBM = TEMPORARY BENCH MARK
FIP = FOUND IRON PIPE	TOB = TOP OF BANK
FIR = FOUND IRON ROD	TOW = TOP OF WALL
FIRC = FOUND IRON ROD & CAP	TYP = TYPICAL
FND = FOUND	UE = UTILITY EASEMENT
FPK = FOUND PARKER KALON NAIL	WF = WOOD FENCE
GB = GRADE BREAK	WM = WATER METER
GV = GAS VALVE	WV = WATER VALVE
HWL = HIGH WATER LINE	WWF = WOOD WIRE FENCE
ID = IDENTIFICATION	
INV = INVERT ELEVATION	
LB = LICENSED BUSINESS	
LS = LANDSCAPING	
MEAS = MEASURED	
MHWL = MEAN HIGH WATER LINE	
NAVD = NORTH AMERICAN VERTICAL DATUM	
NGVD = NATIONAL GEODETIC VERTICAL DATUM	
NTS = NOT TO SCALE	
OHW = OVERHEAD WIRES	
PC = POINT OF CURVATURE	
PCC = POINT OF COMPOUND CURVE	
PI = POINT OF INTERSECTION	
PK = PARKER KALON NAIL	
POB = POINT OF BEGINNING	

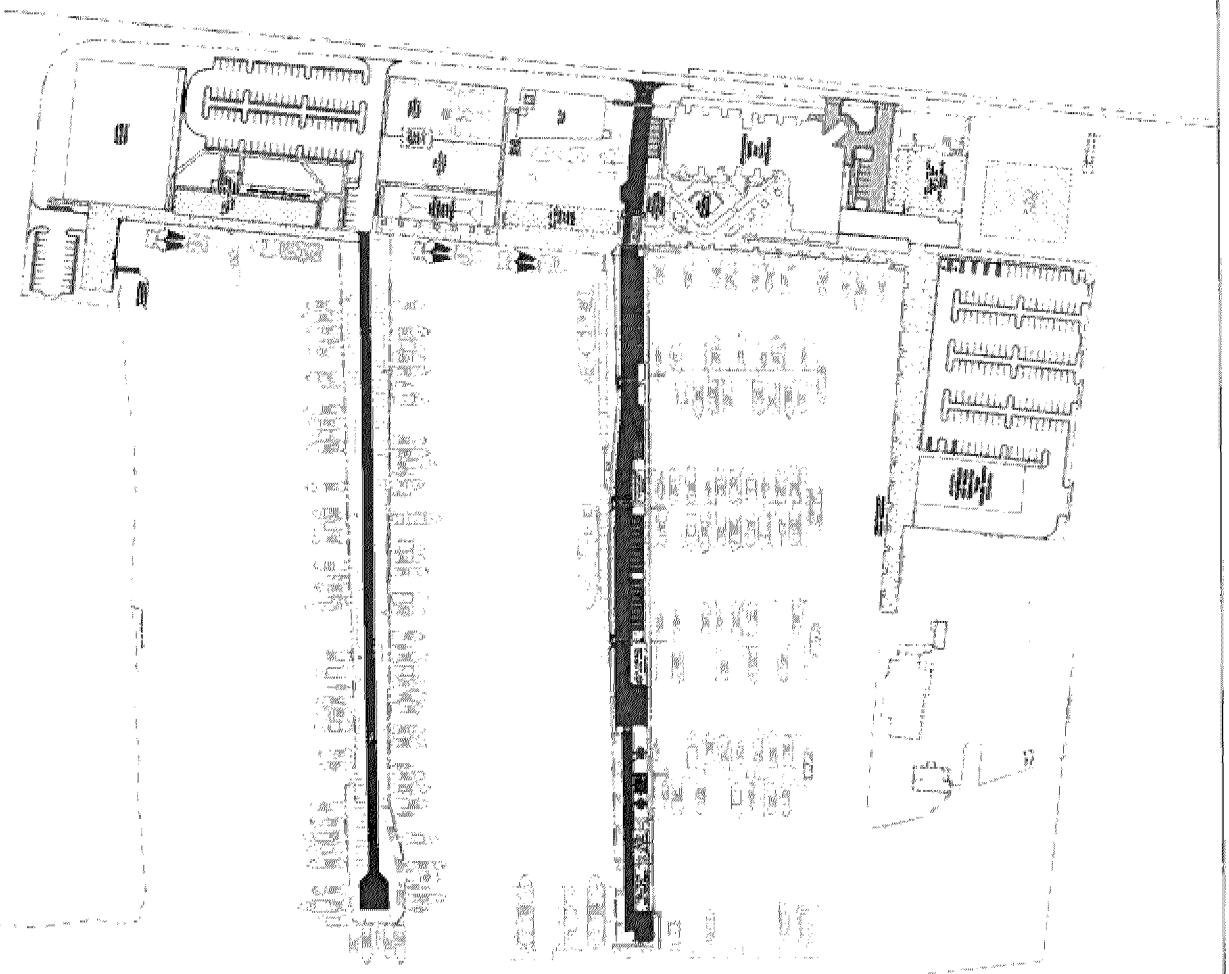
SYMBOL LEGEND:

- BOLLARD
- CATCH BASIN
- CLEANOUT SEWER PIPE
- DRAINAGE MANHOLE
- FIRE HYDRANT
- MANHOLE
- METAL POLE
- WOOD UTILITY POLE
- SIGN (SIGN TYPE SPECIFIED)
- BUILDING
- CONCRETE SLAB AND TYPE DESCRIPTION
- BUILDING OVERHANG

TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY
- EXISTING SITE ELEVATIONS OF STOCK ISLAND MARINA VILLAGE -
7889 SHRIMP ROAD, KEY WEST, MONROE COUNTY, STATE OF FLORIDA
CERTIFIED TO: LONGTOOTH II, LLC, A FLORIDA LIMITED LIABILITY COMPANY

DATE: 04/22/2014 | SURVEY BY: EAI | PROJECT: S.I. MARINA TOPO
ORDER: | DRAWN BY: MPB | H. SCALE: 1"=80'
BOOK: | CHECKED BY: | SHEET 2 OF 2

FLORIDA KEYS LAND SURVEYING
19500 OVERSEAS HIGHWAY
SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3550
FAX: (305) 295-7573
EMAIL: FKLSpsm@icloud.com



MASTER SITE CONEPT PLAN
for
STOCK ISLAND MARINA VILLAGE

WEC
willmeyer engineering
700 W. MARION AVE. SUITE 1300
PUNTA GORDA, FLORIDA 33950
941.505.4700

EXHIBIT C

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To:	Monroe County Board of County Commissioners
Through:	Christine Hurley, AICP, Director of Growth Management Townsley Schwab, Senior Director of Planning & Environmental Resources
From:	Joseph Haberman, AICP, Planning & Development Review Manager
Date:	June 18, 2014
Subject:	*Request for a Development Agreement between Monroe County, Florida and Longstock II, LLC, concerning Stock Island Marina Village, 700 and 7009 Shrimp Road, Stock Island, approximate mile marker 5, having real estate numbers 00123720.000100, 00123720.000200 and 00123760.000200 (File #2014-026)*
Meeting:	**May 28, 2014**

I REQUEST:

The requested agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 SF. New residential or nonresidential buildings shall not exceed 35' in height.



Subject Property with Land Use District Overlaid (Aerial dated 2012)

In addition to the application for a development agreement, the applicant submitted an application for an amendment to a major conditional use permit for the associated redevelopment of the subject property. This separate application, which will be reviewed by the Planning Commission at a later date, is required in order for the property owner to redevelop the existing marina by improving the marina's facilities, constructing the new hotel with 100 transient residential units, constructing a new restaurant, constructing a new fish house (retail and distribution), constructing a new distillery and carrying out associated site improvements.

Location:

Address: 700 and 7009 Shrimp Road, Stock Island, approximate mile marker 5 (Atlantic Ocean side of US 1)

Legal Description: Parcels of land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida (legal description in metes and bounds is provided in the application/file)

Real Estate (RE) Numbers: 00123720.000100, 00123720.000200 and 00123760.000200

(Note: The aforementioned numbers are the current numbers associated with the subject property. Portions of the property have been assessed under different numbers in the past. Known former numbers associated with the upland of the subject property that have been voided include 00123720.000000, 00123720.000300, 00123730.000000, 00123750.000000, 00123760.000101, 00123760.000102, 00123760.000103 and 00123760.000300. Known former numbers associated with the submerged land of the subject property that have been voided include 00123760.000401 through 00123760.000411, 00123760.000501 through 00123760.000521 and 00123760.000601 through 00123760.000604.)

Applicant:

Agent: Barton W. Smith, Esq., Smith Oropeza, P.L.

Owner: Longstock II, LLC

II RELEVANT PRIOR COUNTY ACTIONS:

The existing marina was established prior to 1986 and is thereby deemed to have a major conditional use permit.

In 2012, a minor deviation to the major conditional use permit was approved allowing the reconfiguration of 173 of the site's 361 boat slips

In 2013, a minor deviation to the major conditional use permit was approved allowing new development atop the northernmost pier. The development included bath house buildings for occupants of the live-aboard vessels and a commercial building that included marine fuel services, a marina store and management offices.

In 2013, an alcoholic beverage special use permit (2-COP) was approved allowing the sale of beer and wine, on premise and package. The approval is memorialized by Planning Commission Resolution #P23-13, approved by the Planning Commission at a public hearing on August 28, 2013 and signed by the Planning Commission Chair on September 10, 2013.

In 2013, an amendment to the Monroe County Future Land Use Map was approved amending the future land use designation of the subject property from Industrial (I) to Mixed Use/Commercial (MC). The approval is memorialized by Ordinance #045-2013, approved by the Board of County Commissioners at a public hearing on December 11, 2013.

III BACKGROUND INFORMATION:

A. Size of Site: 35.484 acres (12.240 acres of upland and 23.244 acres of submerged land)
B. Land Use District: Maritime Industries (MI)
C. Future Land Use Map (FLUM) Designation: Mixed Use/Commercial (MC)
D. Tier Designation: Tier III
E. Existing Uses: Mixed Use - Marina, Light Industrial, Commercial Retail, Office
F. Existing Vegetation / Habitat: Predominately scarified, with mangroves along the some segments of the southernmost shoreline and areas landscaping throughout the site
G. Community Character of Immediate Vicinity: Mixed Use
H. Flood Zone: AE-EL 9

IV REVIEW OF APPLICATION:

The BOCC shall have authority to enter into a development agreement by resolution with any person having a legal or equitable interest in real property located within the unincorporated area of Monroe County if the development agreement meets all of the requirements of the Florida Local Government Development Agreement Act, Section 163.3220-163.3243, Florida Statutes; provided, however, that the duration of the development agreement shall not exceed 10 years, and any duration specified in a development agreement shall supersede any conflicting duration otherwise specified in the land development regulations.

Pursuant to Section 163.3227, Florida Statutes, a development agreement shall include the following:

a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners:

In the agreement, a full legal description is provided in Exhibit 2. Ownership is described in section I (J) on page 2 and a special warranty deed is provided in Exhibit 1.

b) The duration of the agreement:

The agreement shall remain in effect for 10 years from the effective date, as stated in section III (C) on page 3.

c) The development uses permitted on the land, including population densities, and building intensities and height:

Permitted uses on the land(s), population densities, and building intensities and height(s) are provided in section III (D) on page 4.

d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:

A description of public facilities is stated in section III (E) on pages 4 through 5.

e) A description of any reservation or dedication of land for public purposes:

There will be no reservation or dedication of land for public purpose. This is stated in in section III (F) on page 5.

f) A description of all local development permits approved or needed to be approved for the development of the land:

Required local development permits are not provided in a single section. The requirement for a major conditional use permit to redevelop the property is provided in section III (H) on page 6. The requirement for a minor conditional use permit (per reference to MCC §138-22(2) to finalize transfer the TRE's is provided in section I (I) on page 2 and II (C) on page 3. Permit requirements in general are provided in section III (Q) on page 8, which states "This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve the Parties other than Monroe County of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code."

g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations:

A finding of consistency is stated in section III (J) on page 6.

h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens:

A description of any conditions, terms, restrictions or other requirements is not provided in a single section. Such conditions, terms, restrictions and other requirements are provided throughout the agreement.

i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction:

Breach, amendment, enforcement and termination of the development provisions are provided in section III (K) on pages 6 through 7.

V RECOMMENDATION:

The Planning & Environmental Resources Department recommends approval.

MONROE COUNTY, FLORIDA
PLANNING COMMISSION RESOLUTION NO. P19-14

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS OF A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND LONGSTOCK II, LLC, CONCEPTUALLY APPROVING THE REDEVELOPMENT OF STOCK ISLAND MARINA VILLAGE, LOCATED AT 700 AND 7009 SHRIMP ROAD, STOCK ISLAND, APPROXIMATE MILE MARKER 5, DESCRIBED AS PARCELS OF LAND IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND HAVING REAL ESTATE (RE) NUMBERS 00123720.000100, 00123720.000200 AND 00123760.000200.

WHEREAS, during a regularly scheduled public meeting held on May 28, 2014, the Monroe County Planning Commission conducted a review and consideration of a request filed by Attorney Barton W. Smith, on behalf of Longstock II, LLC, for a development agreement in accordance with §110-132 and §110-133 of the Monroe County Code and Florida Statutes Sec. 163.3220 *et. seq.*, the "Florida Local Government Development Agreement Act"; and

WHEREAS, the development agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 square feet. New residential or nonresidential buildings shall not exceed 35' in height; and

WHEREAS, the development agreement involves the redevelopment of the site, currently known as Stock Island Marina Village, located at 700 and 7009 Shrimp Road, Stock Island, Florida, approximate mile marker 5 of the Overseas Highway (US 1); and

WHEREAS, the site is described as parcels of land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, having Real Estate (RE) Numbers 00123720.000100, 00123720.000200 and 00123760.000200; and

WHEREAS, the May 28, 2014, Planning Commission public meeting served as one of the two required public hearings for the proposed development agreement; and

WHEREAS, the Planning Commission was presented with the following documents and other information relevant to the request, which by reference is hereby incorporated as part of the record of said hearing:

1. Development Agreement application (File #2014-026), received by the Monroe County Planning & Environmental Resources Department on February 19, 2014; and
2. Development Agreement received February 19, 2014; and
3. Staff report prepared by Joseph Haberman, AICP, Planning & Development Review Manager, dated May 16, 2014; and
4. Sworn testimony of Monroe County Planning & Environmental Resources Department staff; and
5. Sworn testimony of the applicant and general public; and
6. Advice and counsel of Steve Williams, Assistant County Attorney, and John Wolfe, Planning Commission Counsel; and

WHEREAS, based upon the information and documentation submitted, the Planning Commission makes the following Findings of Fact:

1. The subject property is located within a Maritime Industries (MI) Land Use (Zoning) District. Further, it is designated within a Mixed Use / Commercial (MC) category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map; and

2. The existing marina was established prior to 1986 and is thereby deemed to have a major conditional use permit pursuant to §101-4(c) of the Monroe County Code; and

3. In 2012, a minor deviation to the major conditional use permit was approved allowing the reconfiguration of 173 of the site's 361 boat slips; and

4. In 2013, a minor deviation to the major conditional use permit was approved allowing new development atop the northernmost pier. The development included bath house buildings for occupants of the live-aboard vessels and a commercial building that included marine fuel services, a marina store and management offices; and

5. In 2013, an amendment to the Monroe County Future Land Use Map was approved amending the future land use designation of the subject property from Industrial (I) to Mixed Use/Commercial (MC). The approval is memorialized by Ordinance #045-2013, approved by the Board of County Commissioners at a public hearing on December 11, 2013; and

6. On April 29, 2014, the development agreement was reviewed by the Development Review Committee; and

7. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

8. The development agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes; and

9. Development shall not be inconsistent with the Monroe County Code; and

10. Development shall not be inconsistent with the Monroe County Comprehensive Plan; and

11. Development on Stock Island shall not be inconsistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan; and

12. Development shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS, based upon the information and documentation submitted, with fulfillment of the requested revisions, the Planning Commission makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Code; and

2. The request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan; and

3. The request is not inconsistent with the provisions and intent of the Master Plan for the Future Development of Stock Island and Key Haven; and

4. The request is not inconsistent with any of the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

WHEREAS, Planning & Environmental Resources Department staff recommended approval of the development agreement; however with revisions provided in the staff report prepared by Joseph Haberman, AICP, Planning & Development Review Manager, dated May 16, 2014; and

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **RECOMMEND APPROVAL** of the proposed development

agreement, with the revisions requested in the staff report prepared by Joseph Haberman, AICP, Planning & Development Review Manager, dated May 16, 2014.

PASSED AND ADOPTED BY THE PLANNING COMMISSION of Monroe County, Florida, at a regular meeting held on the 28th of November, 2014.

May

Chair Wiatt	YES
Commissioner Hale	YES
Commissioner Lustberg	YES
Commissioner Miller	YES
Commissioner Werling	YES

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY _____
William Wiatt, Chair

Signed this 25th day of June, 2014.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 6/23/14

FILED WITH THE

JUN 25 2014

AGENCY CLERK

MONROE COUNTY, FLORIDA
DEVELOPMENT REVIEW COMMITTEE
RESOLUTION NO. DRC 08-14

A RESOLUTION BY THE DIRECTOR OF PLANNING AND ENVIRONMENTAL RESOURCES AND CHAIR OF THE DEVELOPMENT REVIEW COMMITTEE RECOMMENDING APPROVAL TO THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS OF A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND LONGSTOCK II, LLC, CONCEPTUALLY APPROVING THE REDEVELOPMENT OF STOCK ISLAND MARINA VILLAGE, LOCATED AT 700 AND 7009 SHRIMP ROAD, STOCK ISLAND, APPROXIMATE MILE MARKER 5, DESCRIBED AS PARCELS OF LAND IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND HAVING REAL ESTATE (RE) NUMBERS 00123720.000100, 00123720.000200 AND 00123760.000200.

WHEREAS, during a regularly scheduled meeting held on April 29, 2014, the Development Review Committee (DRC) of Monroe County conducted a review and consideration of a request filed by Attorney Barton W. Smith, on behalf of Longstock II, LLC, for a development agreement in accordance with §110-132 and §110-133 of the Monroe County Code and Florida Statutes Sec. 163.3220 et. seq., the "Florida Local Government Development Agreement Act"; and

WHEREAS, the development agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 square feet. New residential or nonresidential buildings shall not exceed 35' in height; and

WHEREAS, based upon the information and documentation submitted, the Development Review Committee Chair and Senior Director of Planning & Environmental Resources found:

1. The proposed development agreement is consistent with the provisions and intent of the Monroe County Comprehensive Plan; and

2. The proposed development agreement is consistent with the provisions and intent of the Monroe County Code; and

3. The request is not inconsistent with the provisions and intent of the Master Plan for the Future Development of Stock Island and Key Haven; and

4. The proposed development agreement is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

NOW THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT REVIEW COMMITTEE OF MONROE COUNTY, FLORIDA that the information provided in the staff report and discussed at the April 29, 2014 meeting supports the Chair's decision to recommend approval to the Planning Commission and Board of County Commissioners with revisions as discussed at the meeting.

Date 6/18/14 _____
Townsley Schwab, Development Review Committee Chair and
Senior Director of Planning and Environmental Resources

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Townsley Schwab, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me the she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of June, 2014.

_____
NOTARY PUBLIC, STATE OF FLORIDA

ANDREA GAIL CREECH
Notary Public - State of Florida
My Comm. Expires Dec 18, 2014
Commission # EE 40961
Bonded Through National Notary Assn.

MONROE COUNTY, FLORIDA
RESOLUTION NO. 177 -2014

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND LONGSTOCK II, LLC, CONCEPTUALLY APPROVING THE REDEVELOPMENT OF STOCK ISLAND MARINA VILLAGE, LOCATED AT 700 AND 7009 SHRIMP ROAD, STOCK ISLAND, APPROXIMATE MILE MARKER 5, DESCRIBED AS PARCELS OF LAND IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND HAVING REAL ESTATE (RE) NUMBERS 00123720.000100, 00123720.000200 AND 00123760.000200.

WHEREAS, during a public meeting held on July 16, 2014 the Monroe County Board of County Commissioners conducted a public hearing to review and consider a request filed by Attorney Barton W. Smith, on behalf of Longstock II, LLC, for a development agreement in accordance with §110-132 and §110-133 of the Monroe County Code and Florida Statutes Sec. 163.3220 *et. seq.*, the "Florida Local Government Development Agreement Act"; and

WHEREAS, the development agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 square feet. New residential or nonresidential buildings shall not exceed 35' in height; and

WHEREAS, the Agreement approves a conceptual site plan for development on the site, subject to further site plan approval by the Planning Commission; and

WHEREAS, the development agreement involves the redevelopment of the site, currently known as Stock Island Marina Village, located at 700 and 7009 Shrimp Road, Stock Island, Florida, approximate mile marker 5 of the Overseas Highway (US 1); and

WHEREAS, the site is described as parcels of land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, having Real Estate (RE) Numbers 00123720.000100, 00123720.000200 and 00123760.000200; and

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Findings of Fact:

1. The subject property is located within a Maritime Industries (MI) Land Use (Zoning) District. Further, it is designated within a Mixed Use / Commercial (MC) category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map; and

2. In 2013, an amendment to the Monroe County Future Land Use Map was approved amending the future land use designation of the subject property from Industrial (I) to Mixed Use/Commercial (MC). The approval is memorialized by Ordinance #045-2013, approved by the Board of County Commissioners at a public hearing on December 11, 2013; and

3. The existing marina was established prior to 1986 and is thereby deemed to have a major conditional use permit pursuant to §101-4(c) of the Monroe County Code; and

4. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

5. The development agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes; and

6. Development shall not be inconsistent with the Monroe County Code; and

7. Development shall not be inconsistent with the Monroe County Comprehensive Plan; and

8. Development on Stock Island shall not be inconsistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan; and

9. Development shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

10. The Monroe County Planning Commission held a public hearing at its meeting on May 28, 2014;, which was the first of two required public hearings, and recommended approval to the Board of County Commissioners in Resolution #P19-14;

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Code;

2. The request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan;

3. The request is consistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan;

4. The request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;

5. The Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the Development Agreement between Monroe County, Florida and Longstock II, LLC attached hereto.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting held on the 16th of July, 2014.

Mayor Sylvia Murphy	Yes
Mayor *pro tem* Danny L. Kohlage	Yes
Commissioner Heather Carruthers	Yes
Commissioner George Neugent	Yes
Commissioner David Rice	Yes

FILED FOR RECORD
2014 JUL 29 PM 1:31
CLK. CIR. CT.
MONROE COUNTY, FLA

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy

(SEAL)
ATTEST: AMY HEAVILIN, CLERK
Lindsay Ballard
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MONROE
This Copy is a True Copy of the Original on File in this Office. Witnes my hand and Official Seal.
This 29th day of July
A.D., 2014
AMY HEAVILIN
Clerk Circuit Court
By Lindsay Ballard D.C.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 6-30-14

Prepared by:
Barton W. Smith, Esq.
Smith/Oropeza, PL
138-142 Simonton St.
Key West, FL 33040

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 16th day of July 2014, by and between **Monroe County, Florida**, a Political Subdivision of the State of Florida ("Monroe County") and **Longstock II, LLC**, a Florida limited liability company, d/b/a Stock Island Marina Village ("SIMV") (collectively, the "Parties"), pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of Ordinances ("Monroe County Code"), and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2013), and is binding on the "Effective Date" set forth herein:

WITNESSETH:

The Parties hereby agree as follows:

I. RECITALS

A. This Agreement involves the redevelopment of property located at 700 and 7009 Shrimp Road, Stock Island, Florida.

B. All Parties have the authority to enter into this Agreement through Florida Statutes Chapter 163.

C. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

D. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the "Act").

E. The Parties recognize that the public noticing and hearing procedures shall follow the requirements of Section 163.3225, Florida Statutes, which requires the local government to conduct two public hearings, one of which may be before the Planning Commission.

F. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives and policies of the Monroe County Comprehensive Plan which contains goals and objectives, including but not limited to Policy 101.4.5, which seeks to encourage the preservation of traditional working waterfront uses along with promoting recreational and commercial working waterfront uses, as defined by 342.07, F.S. by permitting a mix of uses

on properties whose Future Land Use Map ("FLUM") designation is Mixed Use / Commercial (MC) and zoning district is Maritime Industries (MI).

G. Monroe County finds that entering into this Agreement implements Policy 101.20.2 by encouraging the redevelopment of Safe Harbor as identified in the Stock Island/Key Haven Livable Communikeys Master Plan Volume I and II.

H. Monroe County finds that entering into this Agreement implements Goal 102 providing the Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands.

I. Monroe County Code Section 138-22(2) allows for the transference of transient residential ROGO exemptions (TREs) from sender sites in the Lower Keys ROGO subarea or the Big Pine Key/No Name Key ROGO subareas to receiver sites in the Lower Keys ROGO subarea. The receiver site/unit meets all of the following criteria: 1) The receiver site is located in the same ROGO subarea as the sender site, with the exception that ROGO exemptions associated with transient residential dwelling units may be transferred from the Big Pine and No Name Key ROGO subarea to the Lower Keys ROGO subarea; 2) The receiver unit shall only be constructed within a) a tier III designated area or b) a tier III-A (special protection area) designated area where the development does not involve the clearing of any native habitat; and 3) Receiver unit shall not be constructed within a velocity (V) zone.

J. SIMV property is generally described as follows:

1. SIMV owns that certain real property located at 700 and 7009 Shrimp Road, Stock Island, Florida ("SIMV Property"). A copy of the Special Warranty Deed evidencing SIMV's ownership is attached as Exhibit 1. Historically and currently the SIMV Property was and is being used for water dependent uses.

2. The SIMV property complete legal description is provided in Exhibit 2.

3. As of the date of this Agreement, the SIMV Property is assessed by the Monroe County Property Appraiser as real estate numbers 00123760-000200, 00123720-000100 and 00123720-000200.

4. The SIMV Property currently has a Maritime Industries ("MI") Land Use (Zoning) District designation and a corresponding Mixed Use Commercial ("MC") Future Land Use Map designation. A copy of the Land Use District Map and Future Land Use Map for the SIMV Property is attached as Exhibit 3.

5. The SIMV Property currently has a Tier Overlay District designation of Tier III.

6. The SIMV Property consists of 44.124 acres, including 12.24 acres of upland and 31.884 acres of submerged land.

7. Since September 15, 1986, marinas in the MI Land Use (Zoning) District require a major conditional use permit. Since the SIMV Property was lawfully developed with a marina prior to September 15, 1986, the SIMV Property is deemed to have a major conditional use permit in accordance with Monroe County Code Section 101-4(c).

8. In 2012, SIMV applied for and was granted a minor deviation to its conditional use for reconfiguring 173 of its existing 361 wet slips. The approval is memorialized by a letter from the Planning & Environmental Resources Director Townsley Schwab dated July 10, 2012. A copy of the Minor Deviation approval is attached as Exhibit 4.

II. PURPOSE

A. The overall purpose of this Agreement is to allow the Parties to provide certainty in development of the SIMV Property.

B. The Agreement allows the redevelopment of property located at 700 and 7009 Shrimp Road, Stock Island, Florida, in compliance with all applicable provisions of Florida Statutes, the Principles for Guiding Development in the Florida Keys Area of Critical State Concern, the Monroe County Comprehensive Plan, the Master Plan for the Future Development of Stock Island and Key Haven, and the Monroe County Code.

C. The Agreement allows the Parties to implement the provisions of Monroe County Code Section 138-22(2) as applied to the Properties in order to allow for a reasonable use of the SIMV Property by allowing the transference of market-rate transient residential TRE's lawfully associated with Sender Site(s) to the Receiver Site.

D. SIMV desires to transfer up to and including one-hundred (100) transient TREs from sender site(s) to the receiver site SIMV Property.

III. AGREEMENT REQUIREMENTS

A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in the preceding clauses are incorporated herein and form a material part of this Agreement. The Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following.

B. **Legal Description and Ownership.** The legal descriptions for the Properties subject to this Agreement are set forth in Exhibit 2.

C. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the "Effective Date" as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County

Comprehensive Plan governing the development of land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

D. **Permitted Uses.**

1. SIMV, 700 and 7009 Shrimp Road, Stock Island:

   a. The SIMV Property currently has a MI Land Use (Zoning) District designation and a corresponding MC Future Land Use Map designation.

   b. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses in the MC Future Land Use Map category include, but are not limited to, commercial retail; office; maritime industry; commercial fishing; hotels; marinas, light industrial and accessory uses.

   c. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall maintain a minimum of 35% (or 4.28 acres) of the upland area of the property for working waterfront and water dependent uses (excluding transient uses).

   d. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall maintain a minimum of 20% of the existing wet slips and 10% of any future new wet slips for vessels involved with recreational and commercial working waterfront uses. The dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.

   e. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

   f. In accordance with this Agreement and with the MI Land Use (Zoning) District, as set forth in Monroe County Code Section 130-85, and in compliance with other provisions of the Code, the permitted uses in the MI Land Use (Zoning) District include, but are not limited to, commercial retail; office; light industrial; commercial fishing; hotels; marinas and accessory uses.

   g. The redevelopment of the SIMV Property includes the addition of up to one hundred (100) hotel rooms, restaurants, a fish house retail and distribution operation, and other improvements related to the existing marina and accessory development. Not including accessory structures related to the hotel use, the nonresidential intensity shall not exceed 80,000 square feet.

h. The height of any new structure associated with the redevelopment of the SIMV Property shall not exceed 35 feet measured from grade, except for solar apparatus, according to the Monroe County Code in effect at the execution of this Agreement. Height is defined as "the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding chimneys; spires and/or steeples on structures used for institutional and/or public uses only; radio and/or television antenna, flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in chapter 146. However, in no event shall any of the exclusions enumerated in this section be construed to permit any habitable or usable space to exceed the applicable height limitations." Monroe County Code defines "Grade" as the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure, or the crown or curb of the nearest road directly adjacent to the structure, whichever is higher. For purposes of the SIMV Property grade shall be determined based on the attached topographic survey attached hereto as Exhibit 5.

E. **Public Facilities**. The impact on public facilities is nominal. The number of existing transient residential dwelling units and non-residential intensity at SIMV were recognized in the planning of the sewage treatment plant serving Stock Island.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the SIMV Property. Excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will master meter the hotel use. In addition, excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will meter other types of development accordingly.

2. Keys Energy Services provides electric service to the SIMV Property. Excluding existing development that may already be metered, Keys Energy Services will master meter the hotel use. In addition, excluding existing development that may already be metered, Keys Energy Services will meter other types of development accordingly.

3. Solid waste service is provided to each property by a solid waste collection system franchised by Monroe County.

4. The SIMV Property is connected to central sewer via KW Resort Utilities Corp.'s system.

F. **Reservation or Dedication of Land**. There is no reservation or dedication of land for public purposes contemplated by this Agreement.

G. **Development Allowed and Required**. The following specific criteria are those which will guide development of the Property, and are standards by which any further approvals shall be measured and shall be as follows:

a. The SIMV Property consists of 44.124 gross acres consisting of 12.24 acres of upland and 31.884 acres of submerged land.

b. SIMV Property is permitted to transfer up to (100) transient TRE's from property(s) located in the Lower Keys and Big Pine Key ROGO subareas.

c. Provided such development can be designed and approved by all applicable codes, including but not limited to the Monroe County Code and Florida Building Code, SIMV is permitted to develop the following buildings, facilities and structures on the SIMV Property pursuant to this Agreement:

i. Up to one hundred (100) hotel rooms to be developed into a hotel.

ii. Additional amenities ancillary and accessory to the marina use, including two restaurants and a pool bar with up to 300 seats and up to 7,000 square feet of floor area.

iii. Additional amenities ancillary and accessory to the hotel use, including a lobby, gatehouse, offices, fitness center, bath house, maintenance, and housekeeping consisting of up to 10,000 square feet as depicted on plans submitted with this Agreement.

iv. A marine services, retail, fish house retail and distribution building, boat barn consisting of up to 40,000 square feet as depicted on plans submitted with this Agreement.

v. Parking areas and landscaping

vi. Public access is permitted to the SIMV Property from 7:00 a.m. until dusk.

vii. Working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.

(a) at least 20% of the existing wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
(b) at least 10% of the new wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
(c) the preservation of dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.
(d) Permanent residential development shall be limited to commercial apartments or employee housing.

(e) The preservation of a public access walkway shall be required for all parcels with direct access to the water. Consideration shall be given to security and the physical constraints of the parcel. The public access walkway shall be documented on the final development plan to link a continuous walkway and shall be a written condition of any permit approval.
(f) Parcels shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

H. **Site Plan Approval**: Monroe County does hereby accept the conceptual site plan of the SIMV Property. The conceptual site plan is attached as Exhibit 6. The development shall be consistent with all applicable codes, including but not limited to the Monroe County Comprehensive Plan and Monroe County Code. Following a review of compliance with such codes, the final site plan must be approved by the Monroe County Planning Commission as an amendment to the Property's major conditional use permit. The Planning Commission has final authority over the site plan and the site plan may be amended by the Planning Commission.

I. **Military Installation Area of Impact.** SIMV acknowledges and understands the SIMV Property is within the Military Installation Area of Impact Overlay as defined by the Monroe County Comprehensive Plan. The SIMV Property is located in the 55 – 59 and 60 – 64 DNL (Day-Night Average Sound Level) noise contours pursuant to the 2013 Navy Final Environmental Impact Statement. While not within a 65 DNL Noise Zone or greater, SIMV agrees to sound attenuate all habitable buildings and shall strive to achieve an outdoor to indoor Noise Level Reduction Level (NLR) of at least 25 decibels. Normal permanent construction can be expected to provide a NLR of 20 dB.

J. **Finding of Consistency.** By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with the Monroe County Comprehensive Plan and Monroe County Code.

K. **Breach, Amendment, Enforcement, and Termination.**

a. **Material Breach**: A material breach by the Parties is the failure of any Party to comply with the terms of this Agreement after Notice as provided herein.

b. **Notice**: Upon any Party's material breach of the terms and conditions of this Agreement, the non-breaching Party shall serve written Notice of the breach upon the breaching Party pursuant to the procedure established in this Agreement and shall provide the opportunity, within ninety (90) days of the date such Notice is served, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. The breaching Party shall be provided an additional ninety (90) days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties. This Agreement is not subject to arbitration and must be amended in accordance with the statutory requirements.

c. **Amendment or Termination**: The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.

i. Amendments to this Agreement shall subject Parties to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.

ii. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Parties.

iii. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.

d. **Enforcement**:

i. After notice and an opportunity to respond and/or cure the material breach as provided for below. Monroe County may utilize appropriate code compliance remedies to cure any breach after notice and an opportunity to cure as provided herein.

ii. Monroe County, the other Parties, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.

iii. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.

L. **Binding Effect of Agreement**. The covenants, agreements, and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors and assigns.

M. **State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either Party's compliance with the terms of this Agreement, this agreement shall be modified as is necessary to comply with the relevant State or Federal Laws.

O. **Compliance with Other Laws**. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Parties of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

P. **Reservation of Rights**. This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. The Parties reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

Q. **No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve the Parties other than Monroe County of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.

R. **Good Faith; Further Assurances; No Cost**. The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings, or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

S. **Successors and Assigns**. This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.

T. **Joint Preparation**. This Agreement has been drafted with the participation of the Parties and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are fore ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

U. **Notices**. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt to the

addresses stated below. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

with a copy to

Robert Shillinger , Esq.
County Attorney
PO Box 1026
Key West, Florida 33041
and
1111 12th Street, Suite 408
Key West, Florida 33040

The address of SIMV shall be:

C/O Matthew Strunk
7009 Shrimp Road
Key West, Florida 33040

And a copy to

Barton W. Smith, Esq.
Smith Oropeza, P.L.
138 - 142 Simonton Street
Key West, Florida 33040

It is the responsibility of the Parties to promptly notify all other Parties of any change in name or address for receipt of notice, demand, request, or replies.

V. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.

W. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

X. **Omission.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

Y. **Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.

Z. **Attorney's Fees and Costs.** The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

AA. **Time of Essence.** Time shall be of the essence for each and every provision of this Agreement.

BB. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

CC. **Counterparts.** This Agreement may be executed in one or more counterparts, and by different Parties hereto in separate counterparts, each of which when executed shall be deemed to an original but all which taken together constitute one and the same agreement.

DD. **Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. SIMV agrees that it shall be responsible for all recording fees and other related fees and costs related to the

recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term provided herein and shall be binding upon all successors in interest to the Parties to this Agreement.

EE. **Conflicting Resolutions**. All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

FF. **Severability**. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder of the Agreement shall not be invalidated thereby and shall be given full force and effect as if the contrary, prohibited, or invalid provision was never a part hereof.

IV. Effective Date. The "Effective Date" of this Agreement is forty-five (45) days after the duly signed and recorded Agreement is received by the Florida Department of Economic Opportunity pursuant to Chapter 380, Florida Statutes, and if appealed, until the appealed is resolved and if challenged until the challenge is resolved.

[Rest of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Longstock II, LLC

By: _____
Donald Foss

Title: Manager

Date: 7/16/14

The foregoing instrument was acknowledged before me on this 16 day of July, 2014, by Donald Foss, the manager of Longstock II, LLC. He is personally known to me and did not take an oath.

_____
Notary Public
My commission expires 08/08/2016

County of Monroe
State of Florida

JANA CARTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE223411
Expires 8/8/2016

SEAL

ATTEST: AMY HEAVILIN, CLERK

_____
DEPUTY CLERK

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

_____
MAYOR

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
Date: July 16, 2014

Doc# 1819016 01/04/2011 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Document Prepared By and Return To:
Joe Miklas, Esq.
Joe Miklas, P.A.
P.O. Box 366
Islamorada, FL 33036

01/04/2011 11:13AM
DEED DOC STAMP CL: RHONDA $112,000.00

Parcel ID Number: 9091103 et seq.

Doc# 1819016
Bk# 2499 Pg# 355

Special Warranty Deed

This Indenture, made this 29th day of December, 2010, between NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantor and

LONGSTOCK II, LLC, a Florida limited liability company, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN ($10) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO

NOTE: This is an absolute conveyance of the title in consideration of the cancellation of the debt secured by the mortgage and is not intended to be an additional security.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

Exhibit 1

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company

By: New Stock Island Properties II, LLC, a Delaware limited liability company its Member

By: New Stock Island Properties III, LLC, a Delaware limited liability company its Member

By: EVA Realty, LLC, a Delaware limited liability company its Manager

Patricia Dougherty
Printed name: Patricia Dougherty
Witness

Marie Cerulli
Printed name: Marie Cerulli
Witness

By: Matthew Strunk
Matthew Strunk
Title: Authorized Representative

STATE OF New York

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 29th day of December, 2010, by Matthew Strunk, as Authorized Rep of EVA Realty, LLC, the Manager of New Stock Island III, LLC, a Delaware limited liability company, the Member of New Stock Island Properties II, LLC, a Delaware limited liability company, the Member of New Stock Island Properties, LLC, a Delaware limited liability company, on behalf of said companies, who is personally known to me or who produced NYS Driver's Lic as identification.

Janet Gerena
Notary Public
Print Name: Janet Gerena
Commission No. 01GE6223275
Commission Expires: 6/7/14

(Seal)

JANET GERENA
Notary Public, State of New York
No. 01GE6223275
Qualified in Suffolk County
Commission Expires 06/07/2014

Exhibit 1

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 1

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

Exhibit 1

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:
A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED N0.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

Exhibit 1

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537,46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated** *effective 7/31/2010*)

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTENCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG Sold LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING Sold LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

Exhibit 1

LEGAL DESCRIPTION

EXHIBIT A

Doc# 1819016
Bk# 2499 Pg# 357

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819016
Bk# 2499 Pg# 358

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 2

LEGAL DESCRIPTION

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

LEGAL DESCRIPTION

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:
A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED N0.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

Exhibit 2

LEGAL DESCRIPTION

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

Exhibit 2

LEGAL DESCRIPTION

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

Exhibit 2

DocH 1819016
BkH 2498 PgH 363

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537,46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated** *effective 7/31/2010*)

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTENCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

LEGAL DESCRIPTION

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG Sold LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING Sold LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

Exhibit 2

EXHIBIT 3

MONROE COUNTY
YEAR 2010
COMPREHENSIVE PLAN

FUTURE LAND USE



RESIDENTIAL
- Residential Conservation
- Residential Low
- Residential Medium
- Residential High

COMMERCIAL
- Mixed Use/Commercial
- Mixed Use/Commercial Fishing

OTHER
- Industrial
- Agriculture
- Institutional
- Education
- Public Buildings/Grounds
- Public Facilities
- Airport District
- Military
- Recreational
- Conservation
- Incorporated Cities
- Historic Districts

ADOPTED JAN. 1997

MAP 8

ORDINANCE NO. 045-2013

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM INDUSTRIAL (I) TO MIXED USE COMMERCIAL (MC) FOR EIGHTEEN PARCELS OF LAND ON STOCK ISLAND, HAVING REAL ESTATE NUMBERS 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, LOCATED ON SOUTH STOCK ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Longstock II, LLC, submitted an application amending Monroe County 2010 Comprehensive Plan Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MC category; amend the maximum net density range and the maximum intensity range for the Mixed Use/Commercial (MC) Future Land Use Map Category and to clarify the footnotes within the table; and

WHEREAS, on February 13, 2012, the BOCC voted to transmit the amendment, with the staff's added recommended provisions to preserve and enhance working waterfront while allowing moderate redevelopment of other uses, to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) Report on May 4, 2012, which did not identify any issues with the proposed amendment; and

WHEREAS, at a public hearing on September 21, 2012, the BOCC adopted the text amendment, amending the MC Future Land Use Map Category description and assigning the MI Zoning District to the MC category (Ordinance 032-2012); and

Exhibit 3

WHEREAS, the MC Future Land Use Map category now includes provisions to preserve and promote recreational and commercial working waterfront uses on all lands designated with the Maritime Industries (MI) land use district within the MC category; and

WHEREAS, 18 properties on South Stock Island formed the Safe Harbor Marina Property Owners Association, Inc.,and submitted an application for a Future Land Use Map amendment from from Industrial (I) to Mixed Use/Commercial (MC); and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 25th day of September, 2012; and

WHEREAS, the Monroe County Planning Commission held a public hearing on the 14th day of November, 2012, for review and recommendation on the proposed Future Land Use Map amendment; and

WHEREAS, the Monroe County Planning Commission made the following findings of fact and conclusions of law:

1. On September 21, 2012, the BOCC adopted an amendment to Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MC category.

2. The BOCC also adopted provisions to further preserve and enhance working waterfront uses within the MC Future Land Use Map Category.

3. The 18 subject parcels are designated as Tier III, classified as developed land, and are not designated as habitat for any protected species.

4. The definition of the term recreational and commercial working waterfront, pursuant to Section 342.07, F.S., means *"a parcel or parcels of real property that provide access for water-dependent commercial activities, including hotels and motels as defined in s. 509.242(1), or provide access for the public to the navigable waters of the state. Recreational and commercial working waterfronts require direct access to or a location on, over, or adjacent to a navigable body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to the waters of the state or that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include public lodging establishments, docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, boat construction facilities, and other support structures over the water. As used in this [statute] section, the term "vessel" has the same meaning as in s. 327.02(39). Seaports are excluded from the definition."*

5. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.

Exhibit 3

6. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statutes.

WHEREAS, the Monroe County Planning Commission passed Resolution No. P54-12 recommending transmittal of the proposed amendment; and

WHEREAS, at a special meeting held on the 18th day of April, 2013, the Monroe County Board of County Commissioners held a public hearing and approved Resolution No. 133-2013 to transmit the proposed amendment to the State Land Planning Agency; and

WHEREAS, the proposed Comprehensive Plan amendment to amend the Future Land Use Map was reviewed by the State Land Planning Agency which issued an Objections, Recommendations, and Comments (ORC) Report on July 2, 2013. The ORC report stated that "*the NAS-KW states that the Navy is utilizing the 2007 AICUZ and that the more recent Environmental Impact Statement (EIS) noise contours are in draft form and therefore not acceptable at this time. The recent EIS study depicts the parcel as being within a lower noise contour, one in which the transient development would be acceptable with noise attenuation and landscaped berm on the outside of the property. For the reasons cited above, the Department objects to the proposal because the change will exacerbate the incompatibility issues that already exist. The proposed change is also inconsistent with the Principles for Guiding Development that require that proposed amendments must be consistent with protection of the value of public investments in the Florida Keys, including Naval Air Station- Key West;*" and

WHEREAS, the ORC report also included a recommendation for addressing the objection: "*The applicant may consider delaying adoption of the proposed amendment until the 2012 EIS DNL Map is adopted by the military, and provide noise attenuation and outside landscaped berms, as requested by the Department of the Navy;*" and

WHEREAS, in response to the ORC Report, the County did wait until the Navy's Record of Decision for the Final Environmental Impact Statement for Naval Air Station Key West Airfield Operations, which was issued on October 31, 2013, and includes new noise contours which no longer include the subject properties of this FLUM amendment within the 65 DNL (Day-Night Average noise).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended by changing the FLUM designation from Industrial (I) to Mixed Use Commercial (MC) for eighteen parcels of land on Stock Island, having Real Estate Numbers 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000; located on South

Exhibit 3

Stock Island, as shown on Exhibit 1, which is attached hereto and incorporated herein.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes, and after any applicable challenges have been resolved.

Section 6. **Inclusion in the Comprehensive Plan.** The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting held on the 11th day of Dec., 2013.

Mayor Sylvia Murphy	Yes
Mayor *Pro Tem* Danny Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner David Rice	Yes
Commissioner George Neugent	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY Sylvia J. Murphy
Mayor Sylvia Murphy

FILED FOR RECORD
2014 JAN -6 AM 9:13
CLERK OF THE CIRCUIT COURT
MONROE COUNTY, FLORIDA

(SEAL)

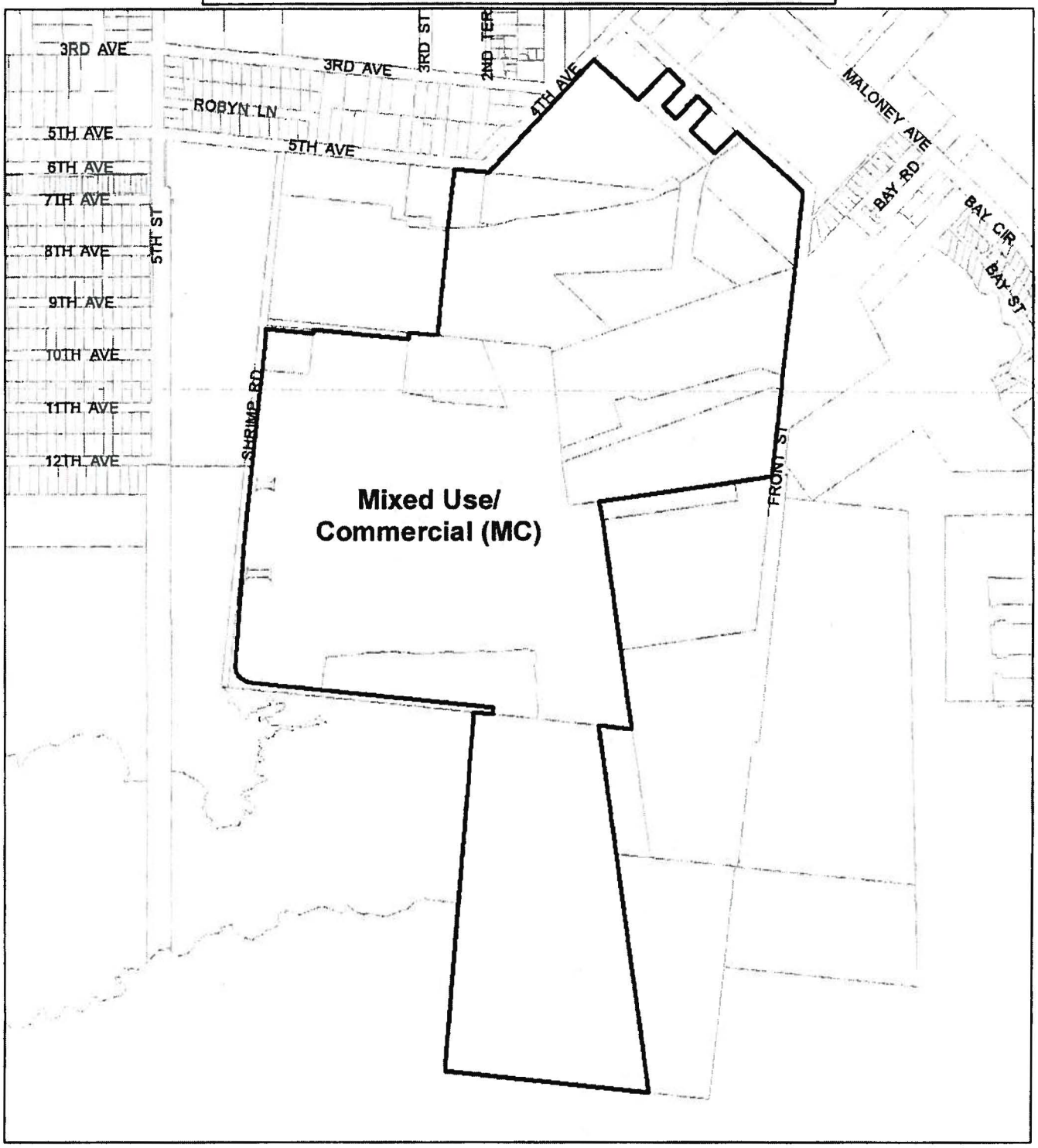
ATTEST: AMY HEAVILIN, CLERK

DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Nov. 20, 2013

Exhibit 3

Exhibit 1 to Ordinance# 045 -2013



The Monroe County Future Land Use Map is amended as indicated above.

Proposal: Future Land Use change of eighteen parcels of land on Stock Island, having real estate numbers 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, located on south Stock Island; from Industrial (I) to Mixed Use/Commercial (MC).

N

Exhibit 3

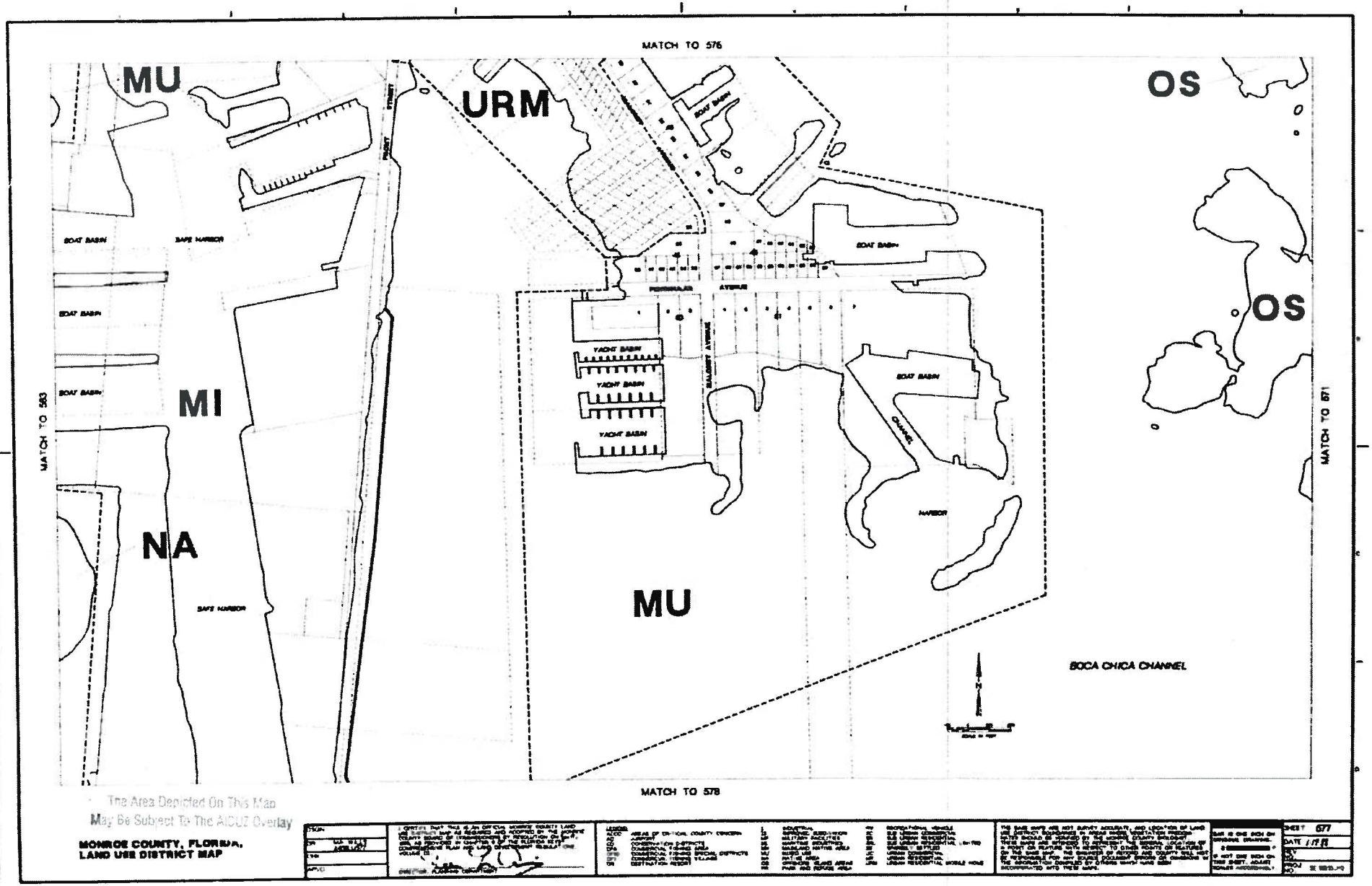

MATCH TO 576
MU
URM
OS
OS
MI
NA
MU
MATCH TO 563
MATCH TO 671
MATCH TO 578
BOCA CHICA CHANNEL
The Area Depicted On This Map
May Be Subject To The AICUZ Overlay
MONROE COUNTY, FLORIDA.
LAND USE DISTRICT MAP

Exhibit 3

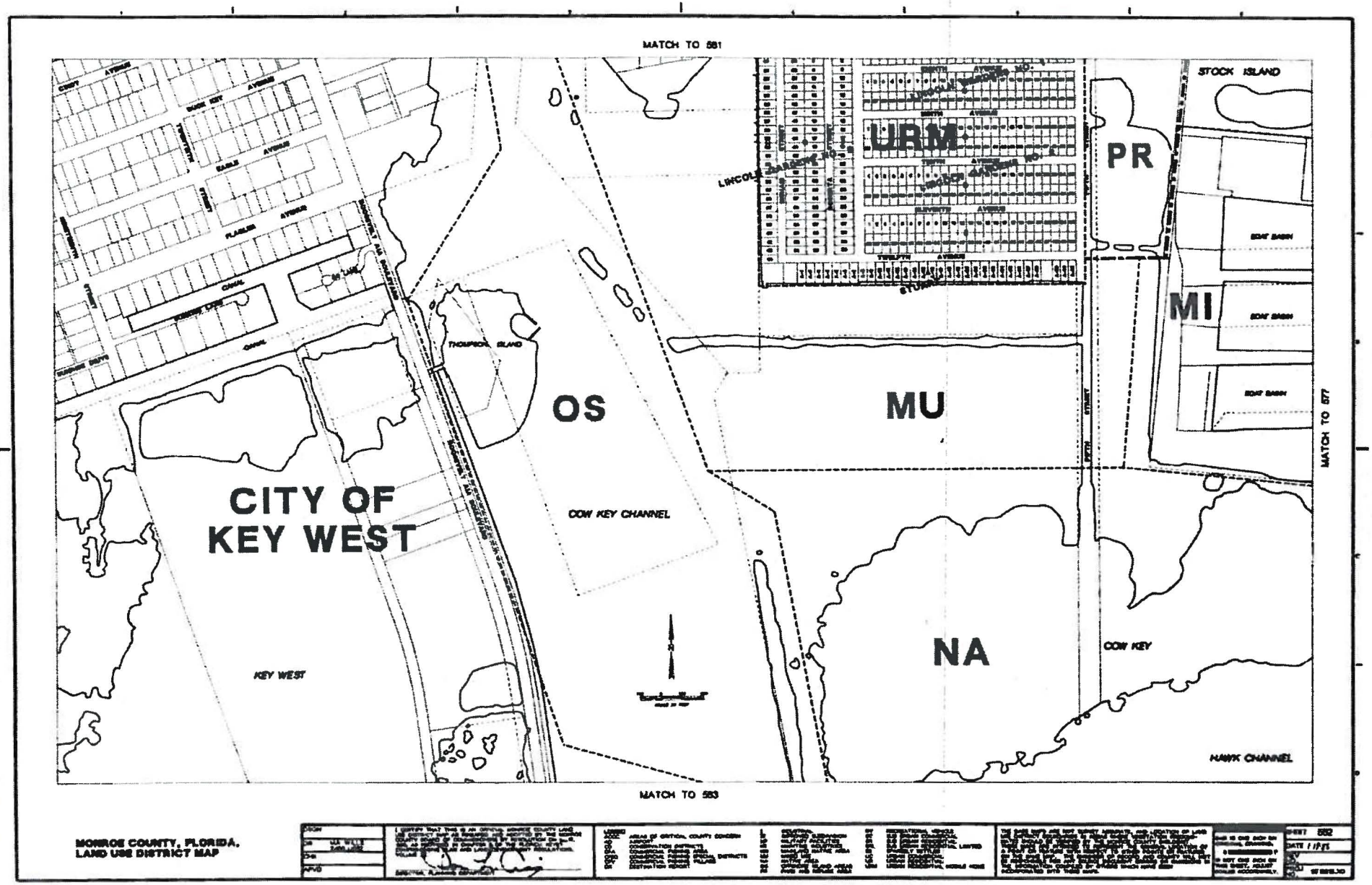

MATCH TO 581
STOCK ISLAND
URM
PR
MI
OS
MU
NA
CITY OF KEY WEST
COW KEY CHANNEL
KEY WEST
COW KEY
HAWK CHANNEL
MATCH TO 577
MATCH TO 583
MONROE COUNTY, FLORIDA.
LAND USE DISTRICT MAP

Exhibit 3

County of Monroe
Growth Management Division

Planning & Environmental Resources Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor David Rice, Dist. 4
Mayor Pro Tem Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
George Neugent, Dist. 2
Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

July 10, 2012

Barton Smith, P.L.
624 Whitehead Street
Key West, FL 33040

Subject: **Minor Deviation to a Major Conditional Use Permit (Deemed)**
Stock Island Marina Village, 7009 Shrimp Road, Stock Island, Real Estate #00123720.000100, #00123720.000200 and #00123760.000200 (File #2011-090)

Mr. Smith,

The Planning & Environmental Resources Department has approved your request for a minor deviation to the major conditional use permit for the above referenced site. The minor deviation was required in order to allow the reconfiguration of 173 of the site's 361 boat slips as shown on a site plan by Weiler Engineering Corporation (WEC) dated April 19, 2012. The Department has determined that the application complies with the requirements and standards set forth in the Monroe County Code. The following conditions apply:

1. Any additional revisions to the site plan or future improvements to the property are subject to further review as a minor deviation or as an amendment to the major conditional use permit approval.
2. While staff recognizes the lawful existence of the 361 boat slips to be reconfigured, this approval does not recognize all of the other existing land uses on the site as lawful. The Planning & Environmental Resources Department is concurrently reviewing this matter. This approval does not condone or approve the unlawful land use and the property owner is subject to possible code compliance prosecution if the unlawful uses are not permitted or terminated.
3. A Monroe County building permit(s) is also required for the scope of work. The Monroe County Office of the Fire Marshal and the Monroe County Building Department have not reviewed this application. The applicant shall meet any additional requirements required by the Fire Marshal and the Building Department.

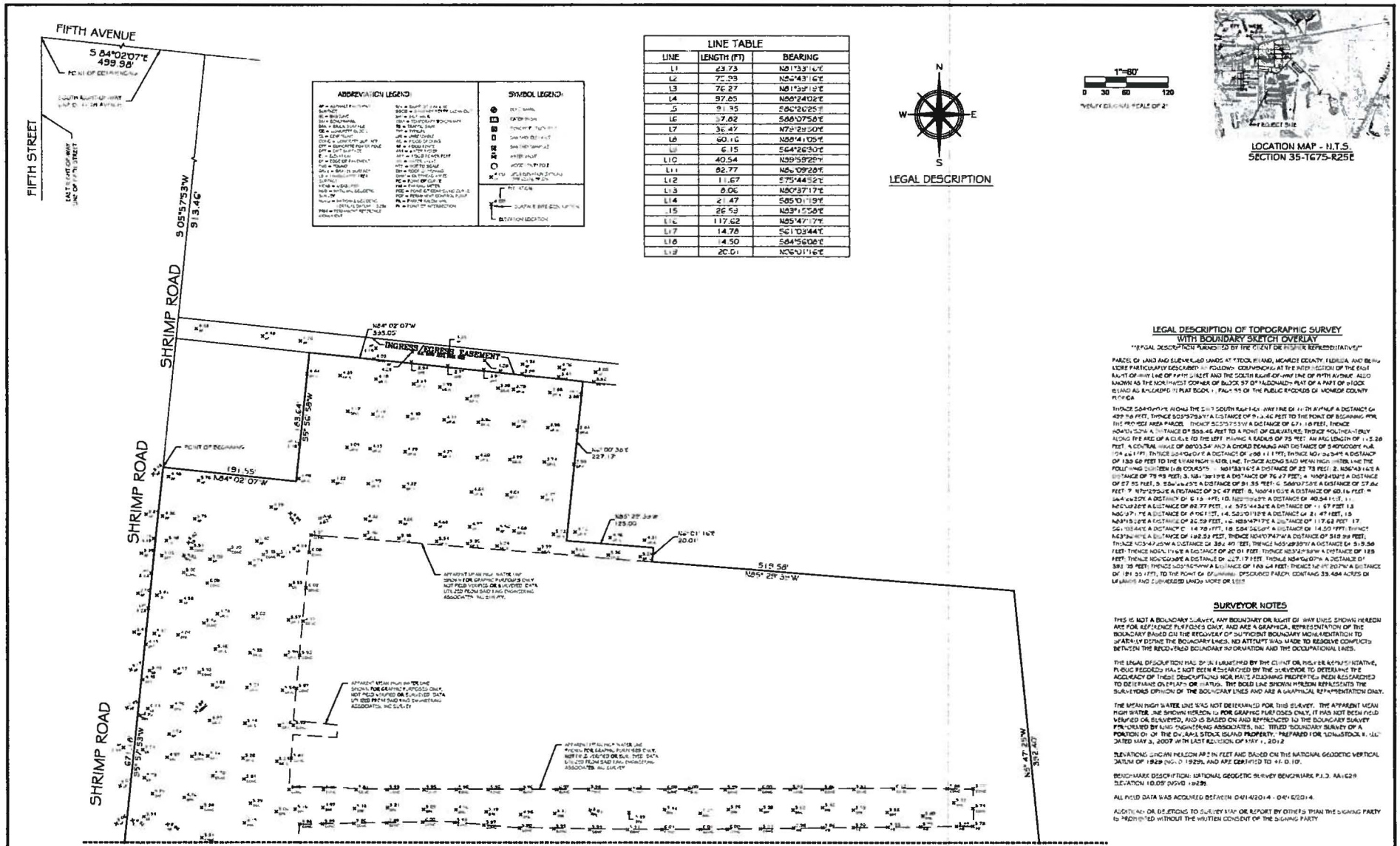
We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Respectfully,

Townsley Schwab, Senior Director of Planning & Environmental Resources

EXHIBIT 4

EXHIBIT 5



LINE TABLE		
LINE	LENGTH (FT)	BEARING
L1	23.73	N81°33'16"E
L2	72.93	N86°43'16"E
L3	76.27	N81°39'19"E
L4	97.85	N86°24'02"E
L5	91.95	S86°26'25"E
L6	97.82	S88°07'58"E
L7	36.47	N79°29'50"E
L8	60.16	N88°41'05"E
L9	6.15	S64°26'30"E
L10	40.54	N39°59'29"E
L11	82.77	N86°09'26"E
L12	11.67	S75°44'52"E
L13	8.06	N80°37'17"E
L14	21.47	S85°01'19"E
L15	26.53	N83°15'58"E
L16	117.62	N85°47'17"E
L17	14.78	S61°03'44"E
L18	14.50	S84°56'06"E
L19	20.01	N05°01'16"E

LEGAL DESCRIPTION

LOCATION MAP - N.T.S.
SECTION 35-T67S-R25E

LEGAL DESCRIPTION OF TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY

"LEGAL DESCRIPTION FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE"

PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE, ALSO KNOWN AS THE NORTHWEST CORNER OF BLOCK 57 OF MALONEY'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 99 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THENCE S84°02'07"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE A DISTANCE OF 499.98 FEET; THENCE S05°57'53"W A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING FOR THE PROPOSED AREA PARCEL; THENCE S05°57'53"W A DISTANCE OF 67.68 FEET; THENCE N84°02'07"W A DISTANCE OF 395.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75 FEET, AN ARC LENGTH OF 117.28 FEET, A CENTRAL ANGLE OF 89°33'54" AND A CHORD BEARING AND DISTANCE OF S49°09'00"W, 105.67 FEET; THENCE S04°52'03"E A DISTANCE OF 290.11 FEET; THENCE N01°39'34"E A DISTANCE OF 139.60 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING THIRTEEN (13) COURSES: 1. N81°33'16"E A DISTANCE OF 23.73 FEET; 2. N86°43'16"E A DISTANCE OF 72.93 FEET; 3. N81°39'19"E A DISTANCE OF 76.27 FEET; 4. N86°24'02"E A DISTANCE OF 97.85 FEET; 5. S86°26'25"E A DISTANCE OF 91.95 FEET; 6. S88°07'58"E A DISTANCE OF 97.82 FEET; 7. N79°29'50"E A DISTANCE OF 36.47 FEET; 8. N88°41'05"E A DISTANCE OF 60.16 FEET; 9. S64°26'30"E A DISTANCE OF 6.15 FEET; 10. N39°59'29"E A DISTANCE OF 40.54 FEET; 11. N86°09'26"E A DISTANCE OF 82.77 FEET; 12. S75°44'52"E A DISTANCE OF 11.67 FEET; 13. N80°37'17"E A DISTANCE OF 8.06 FEET; 14. S85°01'19"E A DISTANCE OF 21.47 FEET; 15. N83°15'58"E A DISTANCE OF 26.53 FEET; 16. N85°47'17"E A DISTANCE OF 117.62 FEET; 17. S61°03'44"E A DISTANCE OF 14.78 FEET; 18. S84°56'06"E A DISTANCE OF 14.50 FEET; THENCE N05°01'16"E A DISTANCE OF 182.53 FEET; THENCE N01°47'47"W A DISTANCE OF 318.99 FEET; THENCE N05°47'25"W A DISTANCE OF 392.40 FEET; THENCE N85°29'30"W A DISTANCE OF 519.58 FEET; THENCE N01°01'16"E A DISTANCE OF 20.01 FEET; THENCE N85°29'30"W A DISTANCE OF 125 FEET; THENCE N05°58'06"W A DISTANCE OF 417.19 FEET; THENCE N84°02'07"E A DISTANCE OF 382.35 FEET; THENCE S05°58'06"W A DISTANCE OF 183.64 FEET; THENCE N84°02'07"E A DISTANCE OF 191.55 FEET, TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 33.484 ACRES OF UPLANDS AND SUBMERGED LANDS MORE OR LESS.

SURVEYOR NOTES

THIS IS NOT A BOUNDARY SURVEY. ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY, AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY BASED ON THE RECOVERY OF SUFFICIENT BOUNDARY MONUMENTATION TO GRAPHICALLY DEPICT THE BOUNDARY LINES. NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY INFORMATION AND THE OCCUPATIONAL LINES.

THE LEGAL DESCRIPTION HAS BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE, PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR GAPS. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYORS OPINION OF THE BOUNDARY LINES AND ARE A GRAPHICAL REPRESENTATION ONLY.

THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPARENT MEAN HIGH WATER LINE SHOWN HEREON IS FOR GRAPHIC PURPOSES ONLY, IT HAS NOT BEEN FIELD VERIFIED OR SURVEYED, AND IS BASED ON AND REFERENCED TO THE BOUNDARY SURVEY PREPARED BY LAND ENGINEERING ASSOCIATES, INC. TITLED "BOUNDARY SURVEY OF A PORTION OF OF THE OVAL STOCK ISLAND PROPERTY." PREPARED FOR: LONGSTOCK II, LLC" DATED MAY 3, 2007 WITH LAST REVISION OF MAY 1, 2012

ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929), AND ARE CERTIFIED TO +/- 0.10'.

BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK P.I.D. AA1629 ELEVATION 10.09' (NGVD 1929).

ALL FIELD DATA WAS ACQUIRED BETWEEN 04/14/2014 - 04/16/2014.

ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY is PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 53-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CONFORMS WITH CHAPTER 177, PART II FLORIDA STATUTES.

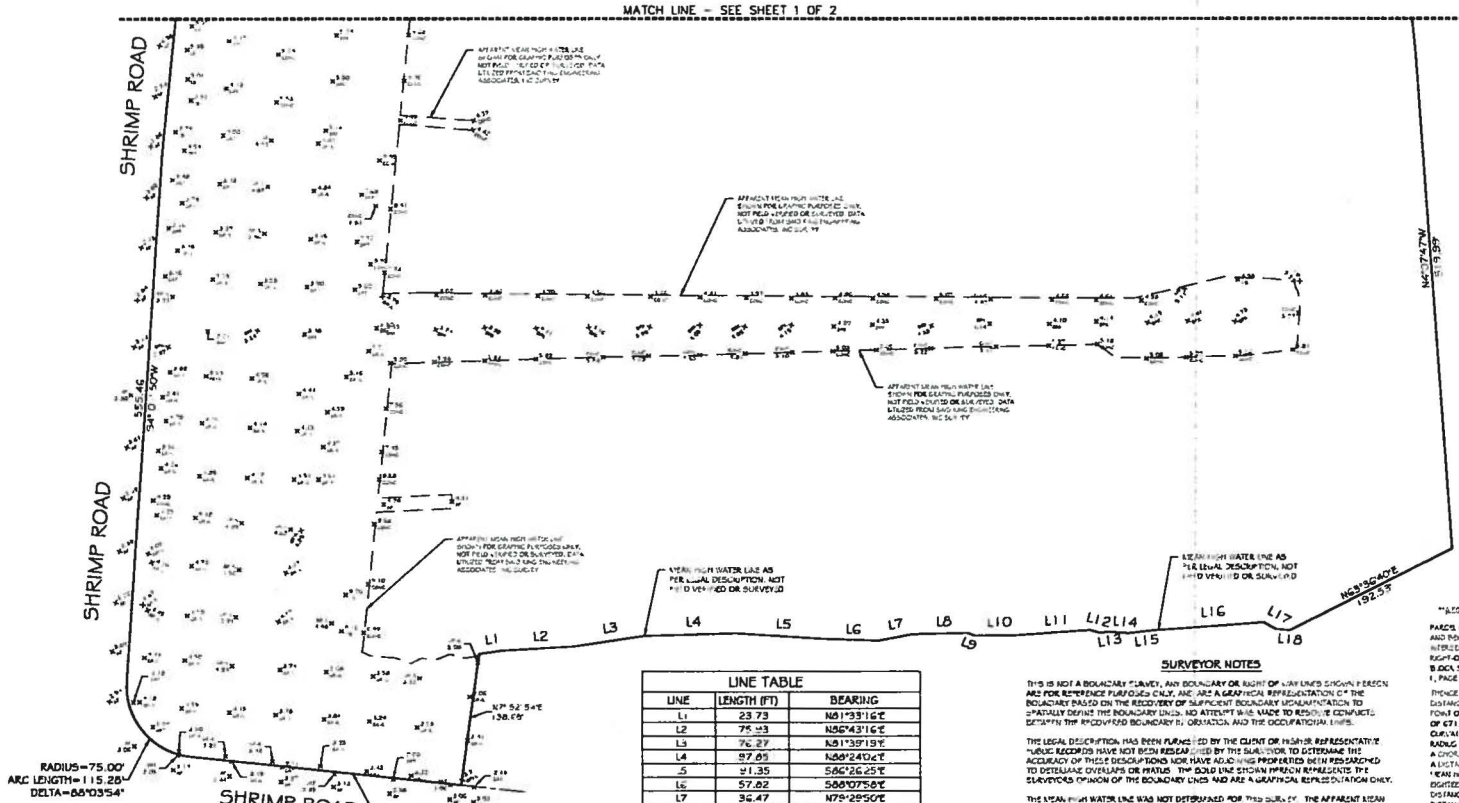
SIGNED _____
NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

PSM = REGISTERED PROFESSIONAL SURVEYOR AND MAPPER, LB# 7847

TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY
- EXISTING SITE ELEVATIONS OF STOCK ISLAND MARINA VILLAGE -
7009 SHRIMP ROAD, KEY WEST, MONROE COUNTY, STATE OF FLORIDA
CERTIFIED TO: LONGSTOCK II, LLC, A FLORIDA LIMITED LIABILITY COMPANY

DATE: 04/22/2014	SURVEY BY: EAI	PROJECT: S.I. MARINA TOPO
ORDER:	DRAWN BY: MPB	H. SCALE: 1"=80'
BOOK:	CHECKED BY:	SHEET 1 OF 2

FLORIDA KEYS LAND SURVEYING
19960 OVERSEAS HIGHWAY
SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
FAX: (305) 509-7373
EMAIL: FKLSmail@Gmail.com



LINE TABLE		
LINE	LENGTH (FT)	BEARING
L1	23.73	N61°33'16"E
L2	75.43	N56°43'16"E
L3	76.27	N61°39'19"E
L4	97.85	N59°24'02"E
L5	91.35	S86°26'25"E
L6	57.82	S88°07'58"E
L7	36.47	N79°29'50"E
L8	60.16	N59°41'05"E
L9	6.15	S64°26'30"E
L10	40.54	N59°58'29"E
L11	82.77	N56°09'28"E
L12	11.67	S75°44'52"E
L13	8.06	N60°47'17"E
L14	21.47	S85°01'19"E
L15	26.58	N83°55'58"E
L16	117.62	N83°47'17"E
L17	14.78	S61°03'44"E
L18	20.01	S84°56'08"E

SURVEYOR NOTES

THIS IS NOT A BOUNDARY SURVEY, ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY, AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY BASED ON THE RECOVERY OF SUFFICIENT BOUNDARY MONUMENTATION TO SPATIALLY DEFINE THE BOUNDARY LINES. NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY MONUMENTATION AND THE OCCUPATIONAL LINES.

THE LEGAL DESCRIPTION HAS BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THIS SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR GAPS. THE SOLID LINE SHOWN HEREON REPRESENTS THE SURVEYORS OPINION OF THE BOUNDARY LINES AND ARE A GRAPHICAL REPRESENTATION ONLY.

THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPARENT MEAN HIGH WATER LINE SHOWN HEREON IS FOR GRAPHIC PURPOSES ONLY, IT WAS NOT DETERMINED OR SURVEYED, AND IS BASED ON AND RE-PLOTTED TO THE BOUNDARY SURVEY PREPARED BY KEY FISHERMAN ASSOCIATES, INC. TITLED "BOUNDARY SURVEY OF A PORTION OF OF THE OVERALL STOCK ISLAND PROPERTY," PREPARED FOR "LONGSTOCK II, LLC" DATED MAY 3, 2007 WITH LAST REVISION OF MAY 1, 2012

ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929), AND ARE CERTIFIED TO +/- 0.10'

BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK P.I.D. AA1629 ELEVATION 10.05' (NGVD 1929).

ALL FIELD DATA WAS ACQUIRED BETWEEN 04/4/2014 - 04/16/2014.

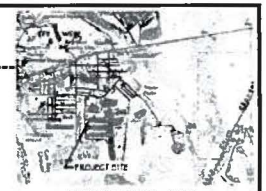
ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CONFORMS WITH CHAPTER 177, PART II FLORIDA STATUTES.

SIGNED _____

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



LOCATION MAP - N.T.S.
SECTION 35-T67S-R25E

1"=80'
0 30 60 120
*VERIFY ORIGINAL SCALE OF 2"

N
W E
S

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY

"LEGAL DESCRIPTION FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE"

PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 44TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE, ALSO KNOWN AS THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 59 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

THENCE COMMENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE A DISTANCE OF 409.98 FEET; THENCE S55°55'46"W A DISTANCE OF 91.34 FEET TO THE POINT OF BEGINNING FOR THE PROJECT AREA PARCEL. THENCE S00°15'14"W A DISTANCE OF 671.18 FEET; THENCE S04°01'50"W A DISTANCE OF 515.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'54" AND A CHORD BEARING AND DISTANCE OF S40°00'08"E FOR 104.26 FEET; THENCE S84°02'07"E A DISTANCE OF 258.11 FEET; THENCE N07°57'54"E A DISTANCE OF 132.68 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES: 1. N61°33'16"E A DISTANCE OF 23.73 FEET; 2. N56°43'16"E A DISTANCE OF 75.43 FEET; 3. N61°39'19"E A DISTANCE OF 76.27 FEET; 4. N59°24'02"E A DISTANCE OF 97.85 FEET; 5. S86°26'25"E A DISTANCE OF 91.35 FEET; 6. S88°07'58"E A DISTANCE OF 57.82 FEET; 7. N79°29'50"E A DISTANCE OF 36.47 FEET; 8. N59°41'05"E A DISTANCE OF 60.16 FEET; 9. S64°26'30"E A DISTANCE OF 6.15 FEET; 10. N59°58'29"E A DISTANCE OF 40.54 FEET; 11. N56°09'28"E A DISTANCE OF 82.77 FEET; 12. S75°44'52"E A DISTANCE OF 11.67 FEET; 13. N60°47'17"E A DISTANCE OF 8.06 FEET; 14. S85°01'19"E A DISTANCE OF 21.47 FEET; 15. N83°55'58"E A DISTANCE OF 26.58 FEET; 16. N83°47'17"E A DISTANCE OF 117.62 FEET; 17. S61°03'44"E A DISTANCE OF 14.78 FEET; 18. S84°56'08"E A DISTANCE OF 14.50 FEET; THENCE N06°01'16"E A DISTANCE OF 192.59 FEET; THENCE N04°01'47"W A DISTANCE OF 318.99 FEET; THENCE N67°17'47"W A DISTANCE OF 319.99 FEET; THENCE N69°35'40"E A DISTANCE OF 319.58 FEET; THENCE N00°01'16"E A DISTANCE OF 20.01 FEET; THENCE N57°28'39"W A DISTANCE OF 125 FEET; THENCE N04°00'58"E A DISTANCE OF 447.17 FEET; THENCE N84°02'07"W A DISTANCE OF 388.05 FEET; THENCE S75°54'30"W A DISTANCE OF 183.64 FEET; THENCE N84°02'07"W A DISTANCE OF 191.58 FEET, TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 35.484 ACRES OF UPLANDS AND SUBMERGED LANDS MORE OR LESS.

ABBREVIATION LEGEND:

AP = ASPHALT PAVEMENT
BOC = BACK OF CURB
BL = BASELINE
BM = BENCHMARK
BRK = BRICK MASONRY
CB = CONCRETE BLOCK
EL = CENTERLINE
EOW = EDGE OF WATER
EP = ELEVATED PUMP POLE
INT = INTERSECTION
IR = IRON ROD
IP = IRON PIPE
MHWL = MEAN HIGH WATER LINE
MLW = MEAN LOW WATER LINE
NGS = NATIONAL GEODETIC SURVEY
NTS = NOT TO SCALE
PBM = PERMANENT BENCHMARK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POL = POINT OF LINE
PP = POWER POLE
PRM = PERMANENT REFERENCE MONUMENT
R/W = RIGHT OF WAY LINE
SIGN = SIGN ANY OTHER SIGN NOT LISTED
SW = SIDE WALK
TBM = TEMPORARY BENCHMARK
TS = TRAFFIC SIGN
TYP = TYPICAL
WF = W BEAM GUARD FENCE
WL = WOOD LATH
WP = WOOD POWER POLE
WF = WOOD FENCE
WM = WATER METER
WPP = WOOD POWER POLE
WV = WATER VALVE
WW = WOOD WITNESS
SIGN = NOT TO SCALE
SIGN = CHISELED X MADE
PC = POINT OF CURVE
PNT = POINT OF TANGENT
PCC = POINT OF COMPOUND CURVE
PRC = POINT OF REVERSE CURVE
PI = POINT OF INTERSECTION

SYMBOL LEGEND:

- IRON PIPE FOUND
- CATCH BASIN
- CONCRETE UTILITY POLE
- SIGN
- WATER VALVE
- WOOD UTILITY POLE
- SPOT ELEVATION (TYPICAL THIS DETAIL ABOVE)
- ELEVATION
- 1.00 (ELEVATION) 20' ACCESS EASEMENT PER DESCRIPTION
- DESCRIPTION (SEE NOTE)

TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY

- EXISTING SITE ELEVATIONS OF STOCK ISLAND MARINA VILLAGE -

"109 SHRIMP ROAD, KEY WEST, MONROE COUNTY, STATE OF FLORIDA"

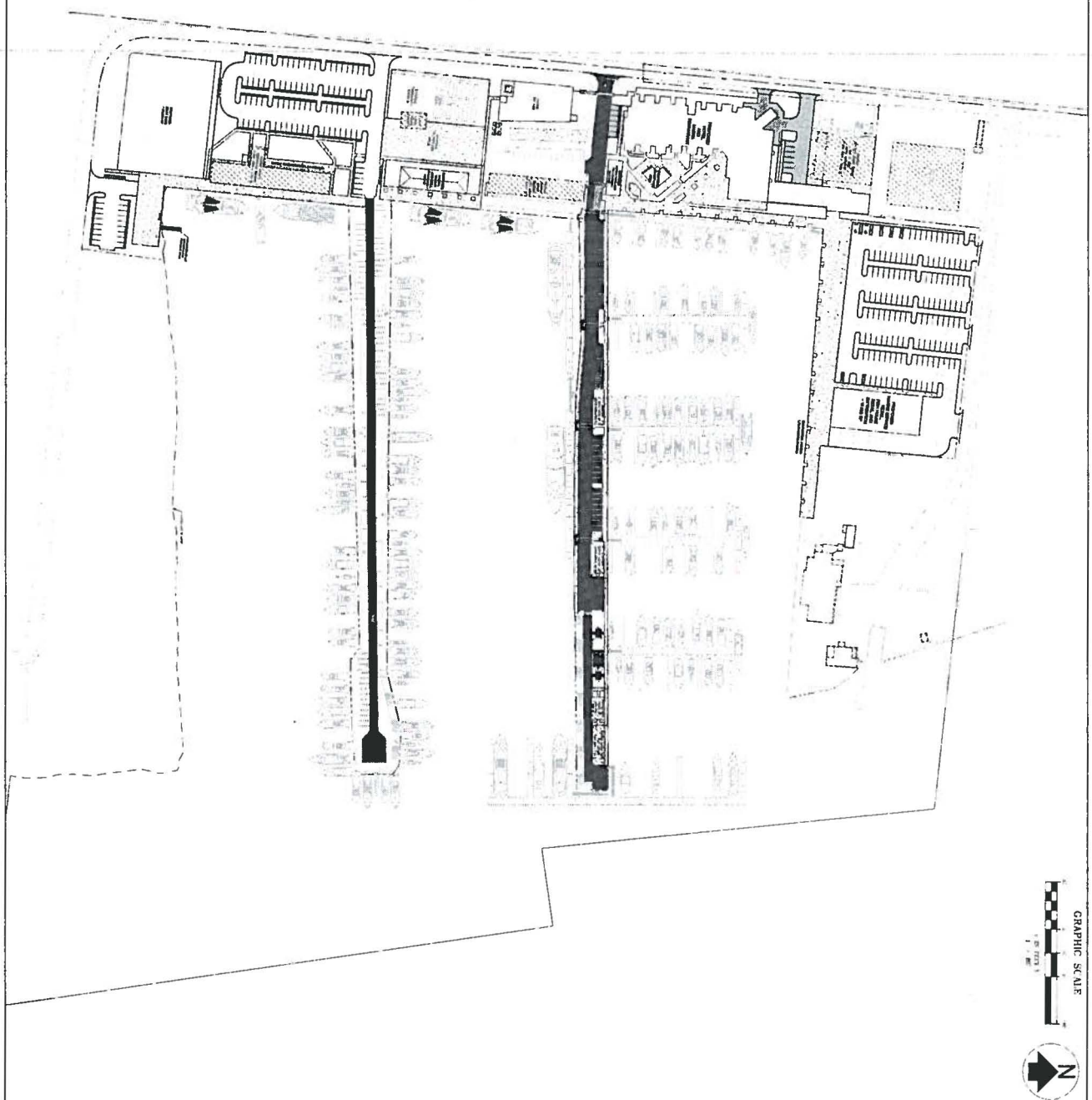
CERTIFIED TO: LONGSTOCK II, LLC, A FLORIDA LIMITED LIABILITY COMPANY

DATE: 04/22/2014	SURVEY BY: EAI	PROJECT: S.I. MARINA TOPO	
ORDER	DRAWN BY: MPB	H. SCALE:	1"=80'
BOOK	CHECKED BY:	SHEET 2 OF 2	

FLORIDA KEYS LAND SURVEYING
19960 OVERSEAS HIGHWAY
SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
FAX: (305) 509-7373
EMAIL: FKLSexp@gmail.com

EXHIBIT S

3162



GRAPHIC SCALE

N

EXHIBIT ONLY
NOT FOR CONSTRUCTION

Description	Revisions

MASTER SITE CONEPT PLAN
for
STOCK ISLAND MARINA VILLAGE

WILSON ENGINEERING CONSULTANTS
WEC alliance in engineering
201 W. MARION AVE, SUITE 1306
PUNTA GORDA, FLORIDA 33150
941.505.1700
EB #8856

Prepared By
Scale 1" = 40'
Job No. 14067.001
Date Issued 05/21/2014

Design MB
Drawn MB

EXHIBIT 6

Prepared by:
Barton W. Smith, Esq.
Smith/Oropeza, PL
138-142 Simonton St.
Key West, FL 33040

Doc# 1992406 07/30/2014 3:38PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 1992406
Bk# 2696 Pg# 1445

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 16th day of July 2014, by and between **Monroe County, Florida**, a Political Subdivision of the State of Florida ("Monroe County") and **Longstock II, LLC**, a Florida limited liability company, d/b/a Stock Island Marina Village ("SIMV") (collectively, the "Parties"), pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of Ordinances ("Monroe County Code"), and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2013), and is binding on the "Effective Date" set forth herein:

WITNESSETH:

The Parties hereby agree as follows:

I. RECITALS

A. This Agreement involves the redevelopment of property located at 700 and 7009 Shrimp Road, Stock Island, Florida.

B. All Parties have the authority to enter into this Agreement through Florida Statutes Chapter 163.

C. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

D. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the "Act").

E. The Parties recognize that the public noticing and hearing procedures shall follow the requirements of Section 163.3225, Florida Statutes, which requires the local government to conduct two public hearings, one of which may be before the Planning Commission.

F. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives and policies of the Monroe County Comprehensive Plan which contains goals and objectives, including but not limited to Policy 101.4.5, which seeks to encourage the preservation of traditional working waterfront uses along with promoting recreational and commercial working waterfront uses, as defined by 342.07, F.S. by permitting a mix of uses

on properties whose Future Land Use Map ("FLUM") designation is Mixed Use / Commercial (MC) and zoning district is Maritime Industries (MI).

G. Monroe County finds that entering into this Agreement implements Policy 101.20.2 by encouraging the redevelopment of Safe Harbor as identified in the Stock Island/Key Haven Livable Communikeys Master Plan Volume I and II.

H. Monroe County finds that entering into this Agreement implements Goal 102 providing the Monroe County shall direct future growth to lands which are intrinsically most suitable for development and shall encourage conservation and protection of environmentally sensitive lands.

I. Monroe County Code Section 138-22(2) allows for the transference of transient residential ROGO exemptions (TREs) from sender sites in the Lower Keys ROGO subarea or the Big Pine Key/No Name Key ROGO subareas to receiver sites in the Lower Keys ROGO subarea. The receiver site/unit meets all of the following criteria: 1) The receiver site is located in the same ROGO subarea as the sender site, with the exception that ROGO exemptions associated with transient residential dwelling units may be transferred from the Big Pine and No Name Key ROGO subarea to the Lower Keys ROGO subarea; 2) The receiver unit shall only be constructed within a) a tier III designated area or b) a tier III-A (special protection area) designated area where the development does not involve the clearing of any native habitat; and 3) Receiver unit shall not be constructed within a velocity (V) zone.

J. SIMV property is generally described as follows:

1. SIMV owns that certain real property located at 700 and 7009 Shrimp Road, Stock Island, Florida ("SIMV Property"). A copy of the Special Warranty Deed evidencing SIMV's ownership is attached as Exhibit 1. Historically and currently the SIMV Property was and is being used for water dependent uses.

2. The SIMV property complete legal description is provided in Exhibit 2.

3. As of the date of this Agreement, the SIMV Property is assessed by the Monroe County Property Appraiser as real estate numbers 00123760-000200, 00123720-000100 and 00123720-000200.

4. The SIMV Property currently has a Maritime Industries ("MI") Land Use (Zoning) District designation and a corresponding Mixed Use Commercial ("MC") Future Land Use Map designation. A copy of the Land Use District Map and Future Land Use Map for the SIMV Property is attached as Exhibit 3.

5. The SIMV Property currently has a Tier Overlay District designation of Tier III.

6. The SIMV Property consists of 44.124 acres, including 12.24 acres of upland and 31.884 acres of submerged land.

7. Since September 15, 1986, marinas in the MI Land Use (Zoning) District require a major conditional use permit. Since the SIMV Property was lawfully developed with a marina prior to September 15, 1986, the SIMV Property is deemed to have a major conditional use permit in accordance with Monroe County Code Section 101-4(c).

8. In 2012, SIMV applied for and was granted a minor deviation to its conditional use for reconfiguring 173 of its existing 361 wet slips. The approval is memorialized by a letter from the Planning & Environmental Resources Director Townsley Schwab dated July 10, 2012. A copy of the Minor Deviation approval is attached as Exhibit 4.

II. PURPOSE

A. The overall purpose of this Agreement is to allow the Parties to provide certainty in development of the SIMV Property.

B. The Agreement allows the redevelopment of property located at 700 and 7009 Shrimp Road, Stock Island, Florida, in compliance with all applicable provisions of Florida Statutes, the Principles for Guiding Development in the Florida Keys Area of Critical State Concern, the Monroe County Comprehensive Plan, the Master Plan for the Future Development of Stock Island and Key Haven, and the Monroe County Code.

C. The Agreement allows the Parties to implement the provisions of Monroe County Code Section 138-22(2) as applied to the Properties in order to allow for a reasonable use of the SIMV Property by allowing the transference of market-rate transient residential TRE's lawfully associated with Sender Site(s) to the Receiver Site.

D. SIMV desires to transfer up to and including one-hundred (100) transient TREs from sender site(s) to the receiver site SIMV Property.

III. AGREEMENT REQUIREMENTS

A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in the preceding clauses are incorporated herein and form a material part of this Agreement. The Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following.

B. **Legal Description and Ownership**. The legal descriptions for the Properties subject to this Agreement are set forth in Exhibit 2.

C. **Duration of Agreement**. This Agreement shall remain in effect for ten (10) years from the "Effective Date" as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County

Comprehensive Plan governing the development of land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

D. **Permitted Uses.**

1. SIMV, 700 and 7009 Shrimp Road, Stock Island:

   a. The SIMV Property currently has a MI Land Use (Zoning) District designation and a corresponding MC Future Land Use Map designation.

   b. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses in the MC Future Land Use Map category include, but are not limited to, commercial retail; office; maritime industry; commercial fishing; hotels; marinas, light industrial and accessory uses.

   c. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall maintain a minimum of 35% (or 4.28 acres) of the upland area of the property for working waterfront and water dependent uses (excluding transient uses).

   d. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall maintain a minimum of 20% of the existing wet slips and 10% of any future new wet slips for vessels involved with recreational and commercial working waterfront uses. The dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.

   e. In accordance with this Agreement and with the MC Future Land Use Map category, as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV Property shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

   f. In accordance with this Agreement and with the MI Land Use (Zoning) District, as set forth in Monroe County Code Section 130-85, and in compliance with other provisions of the Code, the permitted uses in the MI Land Use (Zoning) District include, but are not limited to, commercial retail; office; light industrial; commercial fishing; hotels; marinas and accessory uses.

   g. The redevelopment of the SIMV Property includes the addition of up to one hundred (100) hotel rooms, restaurants, a fish house retail and distribution operation, and other improvements related to the existing marina and accessory development. Not including accessory structures related to the hotel use, the nonresidential intensity shall not exceed 80,000 square feet.

h. The height of any new structure associated with the redevelopment of the SIMV Property shall not exceed 35 feet measured from grade, except for solar apparatus, according to the Monroe County Code in effect at the execution of this Agreement. Height is defined as "the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding chimneys; spires and/or steeples on structures used for institutional and/or public uses only; radio and/or television antenna, flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in chapter 146. However, in no event shall any of the exclusions enumerated in this section be construed to permit any habitable or usable space to exceed the applicable height limitations." Monroe County Code defines "Grade" as the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure, or the crown or curb of the nearest road directly adjacent to the structure, whichever is higher. For purposes of the SIMV Property grade shall be determined based on the attached topographic survey attached hereto as Exhibit 5.

E. **Public Facilities**. The impact on public facilities is nominal. The number of existing transient residential dwelling units and non-residential intensity at SIMV were recognized in the planning of the sewage treatment plant serving Stock Island.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the SIMV Property. Excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will master meter the hotel use. In addition, excluding existing development that may already be metered, the Florida Keys Aqueduct Authority will meter other types of development accordingly.

2. Keys Energy Services provides electric service to the SIMV Property. Excluding existing development that may already be metered, Keys Energy Services will master meter the hotel use. In addition, excluding existing development that may already be metered, Keys Energy Services will meter other types of development accordingly.

3. Solid waste service is provided to each property by a solid waste collection system franchised by Monroe County.

4. The SIMV Property is connected to central sewer via KW Resort Utilities Corp.'s system.

F. **Reservation or Dedication of Land**. There is no reservation or dedication of land for public purposes contemplated by this Agreement.

G. **Development Allowed and Required**. The following specific criteria are those which will guide development of the Property, and are standards by which any further approvals shall be measured and shall be as follows:

a. The SIMV Property consists of 44.124 gross acres consisting of 12.24 acres of upland and 31.884 acres of submerged land.

b. SIMV Property is permitted to transfer up to (100) transient TRE's from property(s) located in the Lower Keys and Big Pine Key ROGO subareas.

c. Provided such development can be designed and approved by all applicable codes, including but not limited to the Monroe County Code and Florida Building Code, SIMV is permitted to develop the following buildings, facilities and structures on the SIMV Property pursuant to this Agreement:

i. Up to one hundred (100) hotel rooms to be developed into a hotel.

ii. Additional amenities ancillary and accessory to the marina use, including two restaurants and a pool bar with up to 300 seats and up to 7,000 square feet of floor area.

iii. Additional amenities ancillary and accessory to the hotel use, including a lobby, gatehouse, offices, fitness center, bath house, maintenance, and housekeeping consisting of up to 10,000 square feet as depicted on plans submitted with this Agreement.

iv. A marine services, retail, fish house retail and distribution building, boat barn consisting of up to 40,000 square feet as depicted on plans submitted with this Agreement.

v. Parking areas and landscaping

vi. Public access is permitted to the SIMV Property from 7:00 a.m. until dusk.

vii. Working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.

(a) at least 20% of the existing wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
(b) at least 10% of the new wet slips shall be preserved for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
(c) the preservation of dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.
(d) Permanent residential development shall be limited to commercial apartments or employee housing.

(e) The preservation of a public access walkway shall be required for all parcels with direct access to the water. Consideration shall be given to security and the physical constraints of the parcel. The public access walkway shall be documented on the final development plan to link a continuous walkway and shall be a written condition of any permit approval.
(f) Parcels shall be limited to commercial retail uses of less than 5,000 square feet of floor area.

H. **Site Plan Approval**: Monroe County does hereby accept the conceptual site plan of the SIMV Property. The conceptual site plan is attached as Exhibit 6. The development shall be consistent with all applicable codes, including but not limited to the Monroe County Comprehensive Plan and Monroe County Code. Following a review of compliance with such codes, the final site plan must be approved by the Monroe County Planning Commission as an amendment to the Property's major conditional use permit. The Planning Commission has final authority over the site plan and the site plan may be amended by the Planning Commission.

I. **Military Installation Area of Impact.** SIMV acknowledges and understands the SIMV Property is within the Military Installation Area of Impact Overlay as defined by the Monroe County Comprehensive Plan. The SIMV Property is located in the 55 – 59 and 60 – 64 DNL (Day-Night Average Sound Level) noise contours pursuant to the 2013 Navy Final Environmental Impact Statement. While not within a 65 DNL Noise Zone or greater, SIMV agrees to sound attenuate all habitable buildings and shall strive to achieve an outdoor to indoor Noise Level Reduction Level (NLR) of at least 25 decibels. Normal permanent construction can be expected to provide a NLR of 20 dB.

J. **Finding of Consistency.** By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with the Monroe County Comprehensive Plan and Monroe County Code.

K. **Breach, Amendment, Enforcement, and Termination**.

a. **Material Breach**: A material breach by the Parties is the failure of any Party to comply with the terms of this Agreement after Notice as provided herein.

b. **Notice**: Upon any Party's material breach of the terms and conditions of this Agreement, the non-breaching Party shall serve written Notice of the breach upon the breaching Party pursuant to the procedure established in this Agreement and shall provide the opportunity, within ninety (90) days of the date such Notice is served, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. The breaching Party shall be provided an additional ninety (90) days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties. This Agreement is not subject to arbitration and must be amended in accordance with the statutory requirements.

c. **Amendment or Termination**: The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.

i. Amendments to this Agreement shall subject Parties to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.

ii. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Parties.

iii. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.

d. **Enforcement**:

i. After notice and an opportunity to respond and/or cure the material breach as provided for below. Monroe County may utilize appropriate code compliance remedies to cure any breach after notice and an opportunity to cure as provided herein.

ii. Monroe County, the other Parties, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.

iii. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.

L. **Binding Effect of Agreement**. The covenants, agreements, and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors and assigns.

M. **State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either Party's compliance with the terms of this Agreement, this agreement shall be modified as is necessary to comply with the relevant State or Federal Laws.

O. **Compliance with Other Laws**. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Parties of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

P. **Reservation of Rights**. This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. The Parties reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

Q. **No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve the Parties other than Monroe County of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.

R. **Good Faith; Further Assurances; No Cost**. The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings, or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

S. **Successors and Assigns**. This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.

T. **Joint Preparation**. This Agreement has been drafted with the participation of the Parties and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are fore ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

U. **Notices**. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt to the

addresses stated below. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

with a copy to

Robert Shillinger , Esq.
County Attorney
PO Box 1026
Key West, Florida 33041
and
1111 12th Street, Suite 408
Key West, Florida 33040

The address of SIMV shall be:

C/O Matthew Strunk
7009 Shrimp Road
Key West, Florida 33040

And a copy to

Barton W. Smith, Esq.
Smith Oropeza, P.L.
138 - 142 Simonton Street
Key West, Florida 33040

It is the responsibility of the Parties to promptly notify all other Parties of any change in name or address for receipt of notice, demand, request, or replies.

V. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.

W. **Construction**. This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

X. **Omission**. The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

Y. **Jurisdiction and Governing Law**. The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.

Z. **Attorney's Fees and Costs.** The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

AA. **Time of Essence**. Time shall be of the essence for each and every provision of this Agreement.

BB. **Entire Agreement**. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

CC. **Counterparts**. This Agreement may be executed in one or more counterparts, and by different Parties hereto in separate counterparts, each of which when executed shall be deemed to an original but all which taken together constitute one and the same agreement.

DD. **Recording**. Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. SIMV agrees that it shall be responsible for all recording fees and other related fees and costs related to the

recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term provided herein and shall be binding upon all successors in interest to the Parties to this Agreement.

EE. **Conflicting Resolutions**. All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

FF. **Severability**. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder of the Agreement shall not be invalidated thereby and shall be given full force and effect as if the contrary, prohibited, or invalid provision was never a part hereof.

IV. Effective Date. The "Effective Date" of this Agreement is forty-five (45) days after the duly signed and recorded Agreement is received by the Florida Department of Economic Opportunity pursuant to Chapter 380, Florida Statutes, and if appealed, until the appealed is resolved and if challenged until the challenge is resolved.

[Rest of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Longstock II, LLC

By: Donald Foss

Title: Manager

Date: 7/16/14

Doc# 1992406
Bk# 2696 Pg# 1457

The foregoing instrument was acknowledged before me on this 16 day of July, 2014, by Donald Foss, the manager of Longstock II, LLC. He is personally known to me and did not take an oath.

Notary Public
My commission expires 08/08/2016

County of Monroe
State of Florida

JANA CARTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE223411
Expires 8/8/2016

SEAL

ATTEST: AMY HEAVILIN, CLERK

DEPUTY CLERK

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

MAYOR

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: July 16, 2014

Doc# 1992406
Bk# 2696 Pg# 1458

Doc# 1819016 01/04/2011 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Document Prepared By and Return To:
Joe Miklas, Esq.
Joe Miklas, P.A.
P.O. Box 366
Islamorada, FL 33036

01/04/2011 11:13AM
DEED DOC STAMP CL: RHONDA $112,000.00

Parcel ID Number: 9091103 et seq.

Doc# 1819016
Bk# 2499 Pg# 355

Special Warranty Deed

This Indenture, made this 29th day of December, 2010, between NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantor and

LONGSTOCK II, LLC, a Florida limited liability company, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN ($10) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO

NOTE: This is an absolute conveyance of the title in consideration of the cancellation of the debt secured by the mortgage and is not intended to be an additional security.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

Exhibit 1

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company

By: New Stock Island Properties II, LLC, a Delaware limited liability company its Member

By: New Stock Island Properties III, LLC, a Delaware limited liability company its Member

By: EVA Realty, LLC, a Delaware limited liability company its Manager

Patricia Dougherty
Printed name: Patricia Dougherty
Witness

Marie Cerulli
Printed name: Marie Cerulli
Witness

By: Matthew Strunk
Matthew Strunk
Title: Authorized Representative

STATE OF New York

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 29th day of December, 2010, by Matthew Strunk, as Authorized Rep of EVA Realty, LLC, the Manager of New Stock Island III, LLC, a Delaware limited liability company, the Member of New Stock Island Properties II, LLC, a Delaware limited liability company, the Member of New Stock Island Properties, LLC, a Delaware limited liability company, on behalf of said companies, who is personally known to me or who produced NYS Driver's License as identification.

(Seal)

Janet Gerena
Notary Public
Print Name: Janet Gerena
Commission No. 01GE6223275
Commission Expires: 6/7/14

JANET GERENA
Notary Public, State of New York
No. 01GE6223275
Qualified in Suffolk County
Commission Expires 06/07/2014

Exhibit 1

EXHIBIT A Doc# 1819016 Bk# 2499 Pg# 357 Doc# 1992406 Bk# 2696 Pg# 1460

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

Exhibit 1

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 1

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

Exhibit 1

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:
A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED N0.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

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DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

Exhibit 1

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

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HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537,46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated** *effective 7/31/2010*)

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTENCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

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SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG Sold LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING Sold LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

Exhibit 1

LEGAL DESCRIPTION

EXHIBIT A Doc# 1819016 Bk# 2499 Pg# 357 Doc# 1992406 Bk# 2696 Pg# 1468

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819016
Bk# 2499 Pg# 358

Doc# 1992406
Bk# 2696 Pg# 1469

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 2

LEGAL DESCRIPTION

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:
A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819016
Bk# 2499 Pg# 360

Doc# 1992406
Bk# 2696 Pg# 1471

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:
A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED N0.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

Exhibit 2

LEGAL DESCRIPTION

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

Exhibit 2

LEGAL DESCRIPTION

DocN 1819016
Bk# 2499 Pg# 362

DocN 1992406
Bk# 2696 Pg# 1473

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM
A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

Exhibit 2

LEGAL DESCRIPTION

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537,46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated** *effective 7/31/2010*)

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTENCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819016
Bk# 2499 Pg# 364

Doc# 1992406
Bk# 2696 Pg# 1475

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

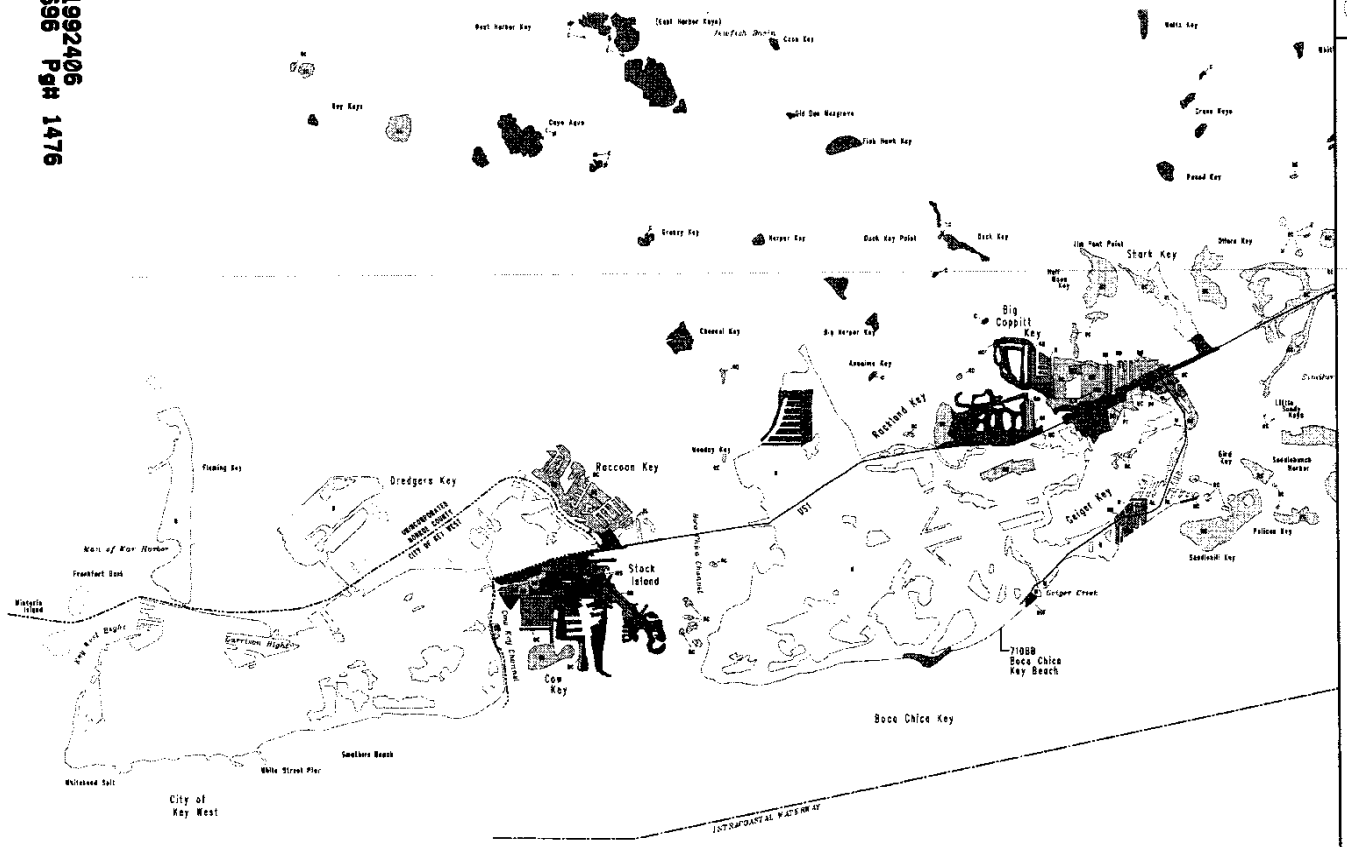
A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG Sold LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING Sold LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

Exhibit 2

Doc# 1992406
Bk# 2696 Pg# 1476

EXHIBIT 3



MONROE COUNTY
YEAR 2010
COMPREHENSIVE PLAN

FUTURE LAND USE

RESIDENTIAL
- Residential Conservation
- Residential Low
- Residential Medium
- Residential High

COMMERCIAL
- Mixed Use/Commercial
- Mixed Use/Commercial Fishing

OTHER
- Industrial
- Agriculture
- Institutional
- Education
- Public Buildings/Grounds
- Public Facilities
- Airport Facility
- Military
- Recreational
- Conservation
- Incorporated Urban
- Historic Districts

DISCLAIMER
(1) Monroe County reserves the right to refine or change the land use designations as well as policies governing land use and development in the Florida Keys as directed by the Florida Legislature or the Administration Commission.
(2) Land use designations do not imply that development is consistent with all applicable local, state and federal regulations.

SOURCES
Monroe County Property Appraiser, 1992
U.S. Fish and Wildlife Service, 1991
Florida Department of Natural Resources, 1991
Monroe County Growth Management Division, 1992

PREPARED BY
Monroe County Growth Management Division

Map Scale 1 : 125000
0 Feet 2000 4000 6000 8000 10,000

NOTES
PURPOSE AND DESCRIPTION STATEMENT
Residential and non-residential development in Monroe County is subject to the Permit allocation system that is directly tied to land use and density standards. The densities and intensities of use allowed on the Future Land Use Map may not be reachable due to constraints such as the permit allocation system.

PROMOTED USES
The Future Land Use Map is not a zoning map. Future land use categories have been designed to represent the appropriate range of uses and densities and intensities of use. Not all ranges of uses and densities and intensities of use may be appropriate for every parcel. Specific uses for each parcel of land will be determined by the goals, objectives and policies of the Monroe County Comprehensive Plan and the applicable Land Development Regulations. Densities and intensities of use may be reduced in order to meet the requirements of the Permit allocation system, environmental designation criteria, hazard mitigation requirements, and other applicable regulations including the results of site specific investigations. Densities and intensities of use will not exceed the densities and intensities of land use set forth in the Future Development Alternative.

NATURAL RESOURCE PROTECTION
The location of boundaries of planning features, such as Tropical Hardwood Hammocks, Coastal Wetlands, Beaches and Shores, Scenic Vistas, Historic Districts, Archaeological Sites, Public Buildings and Grounds, Public Facilities, Recreational Areas, Conservation Areas, Airport Facility Areas, Military Areas, Incorporated Urban Areas, and Historic Districts are approximate. Actual boundaries may vary from those depicted on the Future Land Use Map. Minor changes may be made in these boundaries without amendment to the Future Land Use Map. Major changes may only be made pursuant to a plan amendment.

ADJACENT AREA CONSIDERATIONS
The designation of land use categories adjacent to one another should be compatible with respect to the uses permitted, the densities and intensities of use allowed, and the impacts generated. Where incompatibilities exist, they should be addressed through buffering requirements.

ADOPTED JAN. 1992

MAP 8

Exhibit 3

DocH 1992406
BkH 2696 PgH 1477

ORDINANCE NO. 045-2013

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM INDUSTRIAL (I) TO MIXED USE COMMERCIAL (MC) FOR EIGHTEEN PARCELS OF LAND ON STOCK ISLAND, HAVING REAL ESTATE NUMBERS 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, LOCATED ON SOUTH STOCK ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Longstock II, LLC, submitted an application amending Monroe County 2010 Comprehensive Plan Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MC category; amend the maximum net density range and the maximum intensity range for the Mixed Use/Commercial (MC) Future Land Use Map Category and to clarify the footnotes within the table; and

WHEREAS, on February 13, 2012, the BOCC voted to transmit the amendment, with the staff's added recommended provisions to preserve and enhance working waterfront while allowing moderate redevelopment of other uses, to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) Report on May 4, 2012, which did not identify any issues with the proposed amendment; and

WHEREAS, at a public hearing on September 21, 2012, the BOCC adopted the text amendment, amending the MC Future Land Use Map Category description and assigning the MI Zoning District to the MC category (Ordinance 032-2012); and

Exhibit 3

WHEREAS, the MC Future Land Use Map category now includes provisions to preserve and promote recreational and commercial working waterfront uses on all lands designated with the Maritime Industries (MI) land use district within the MC category; and

WHEREAS, 18 properties on South Stock Island formed the Safe Harbor Marina Property Owners Association, Inc.,and submitted an application for a Future Land Use Map amendment from from Industrial (I) to Mixed Use/Commercial (MC); and

WHEREAS, the Monroe County Development Review Committee considered the proposed amendment at a regularly scheduled meeting held on the 25th day of September, 2012; and

WHEREAS, the Monroe County Planning Commission held a public hearing on the 14th day of November, 2012, for review and recommendation on the proposed Future Land Use Map amendment; and

WHEREAS, the Monroe County Planning Commission made the following findings of fact and conclusions of law:

1. On September 21, 2012, the BOCC adopted an amendment to Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MC category.

2. The BOCC also adopted provisions to further preserve and enhance working waterfront uses within the MC Future Land Use Map Category.

3. The 18 subject parcels are designated as Tier III, classified as developed land, and are not designated as habitat for any protected species.

4. The definition of the term recreational and commercial working waterfront, pursuant to Section 342.07, F.S., means *"a parcel or parcels of real property that provide access for water-dependent commercial activities, including hotels and motels as defined in s. 509.242(1), or provide access for the public to the navigable waters of the state. Recreational and commercial working waterfronts require direct access to or a location on, over, or adjacent to a navigable body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to the waters of the state or that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include public lodging establishments, docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, boat construction facilities, and other support structures over the water. As used in this [statute] section, the term "vessel" has the same meaning as in s. 327.02(39). Seaports are excluded from the definition."*

5. The proposed amendment is internally consistent with the Monroe County Comprehensive Plan.

6. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statutes.

WHEREAS, the Monroe County Planning Commission passed Resolution No. P54-12 recommending transmittal of the proposed amendment; and

WHEREAS, at a special meeting held on the 18th day of April, 2013, the Monroe County Board of County Commissioners held a public hearing and approved Resolution No. 133-2013 to transmit the proposed amendment to the State Land Planning Agency; and

WHEREAS, the proposed Comprehensive Plan amendment to amend the Future Land Use Map was reviewed by the State Land Planning Agency which issued an Objections, Recommendations, and Comments (ORC) Report on July 2, 2013. The ORC report stated that "*the NAS-KW states that the Navy is utilizing the 2007 AICUZ and that the more recent Environmental Impact Statement (EIS) noise contours are in draft form and therefore not acceptable at this time. The recent EIS study depicts the parcel as being within a lower noise contour, one in which the transient development would be acceptable with noise attenuation and landscaped berm on the outside of the property. For the reasons cited above, the Department objects to the proposal because the change will exacerbate the incompatibility issues that already exist. The proposed change is also inconsistent with the Principles for Guiding Development that require that proposed amendments must be consistent with protection of the value of public investments in the Florida Keys, including Naval Air Station- Key West;*" and

WHEREAS, the ORC report also included a recommendation for addressing the objection: "*The applicant may consider delaying adoption of the proposed amendment until the 2012 EIS DNL Map is adopted by the military, and provide noise attenuation and outside landscaped berms, as requested by the Department of the Navy;*" and

WHEREAS, in response to the ORC Report, the County did wait until the Navy's Record of Decision for the Final Environmental Impact Statement for Naval Air Station Key West Airfield Operations, which was issued on October 31, 2013, and includes new noise contours which no longer include the subject properties of this FLUM amendment within the 65 DNL (Day-Night Average noise).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended by changing the FLUM designation from Industrial (I) to Mixed Use Commercial (MC) for eighteen parcels of land on Stock Island, having Real Estate Numbers 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000; located on South

Exhibit 3

Stock Island, as shown on Exhibit 1, which is attached hereto and incorporated herein.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes, and after any applicable challenges have been resolved.

Section 6. **Inclusion in the Comprehensive Plan.** The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting held on the 11th day of Dec., 2013.

Mayor Sylvia Murphy	Yes
Mayor *Pro Tem* Danny Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner David Rice	Yes
Commissioner George Neugent	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
Mayor Sylvia Murphy

FILED FOR RECORD
2014 JAN -6 AM 9:13

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

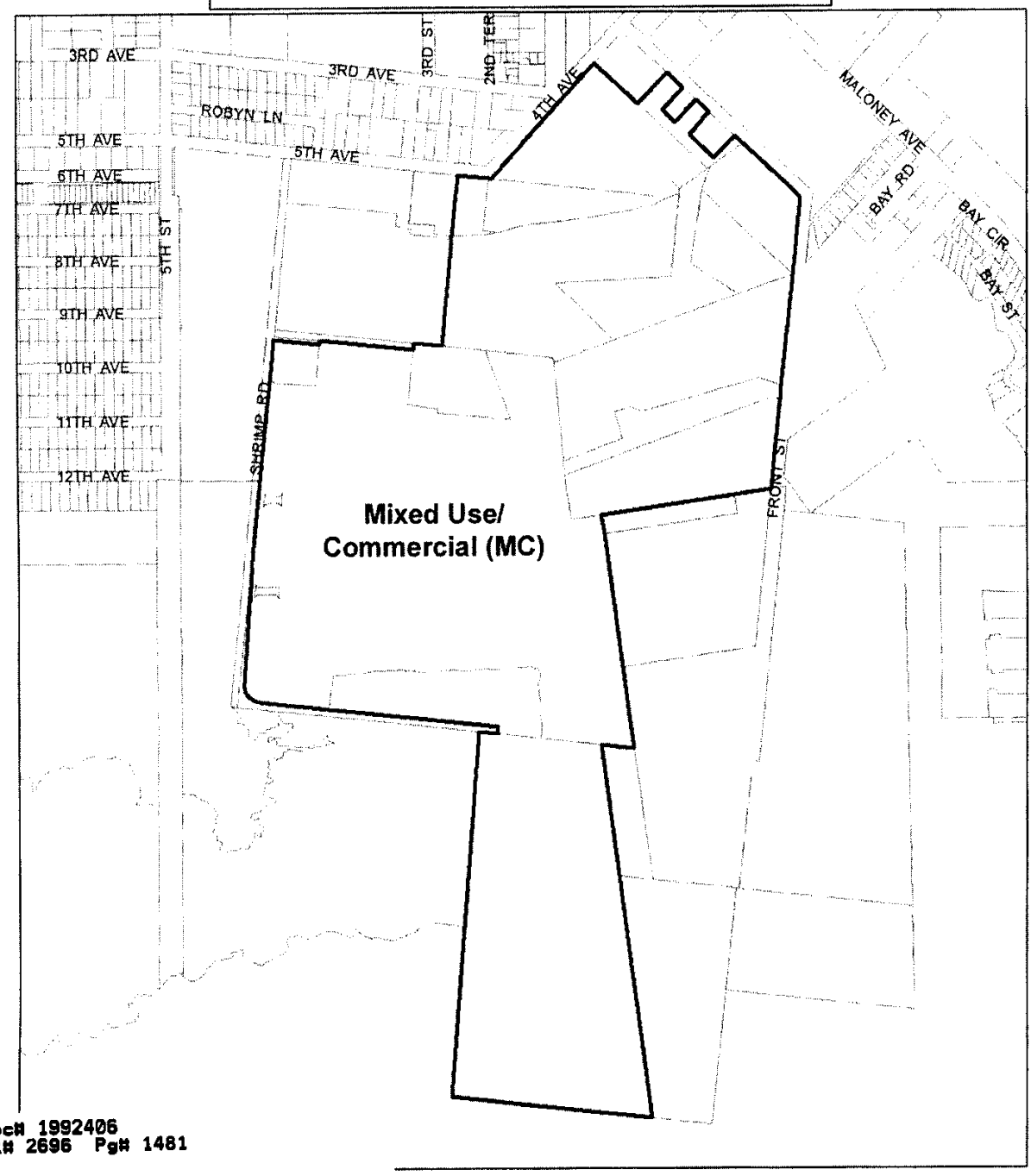
_____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Nov. 20, 2013

Exhibit 3

Exhibit 1 to Ordinance# 045 -2013



Doc# 1992406
Bk# 2696 Pg# 1481

The Monroe County Future Land Use Map is amended as indicated above.

Proposal: Future Land Use change of eighteen parcels of land on Stock Island, having real estate numbers 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, located on south Stock Island; from Industrial (I) to Mixed Use/Commercial (MC).

N

Exhibit 3

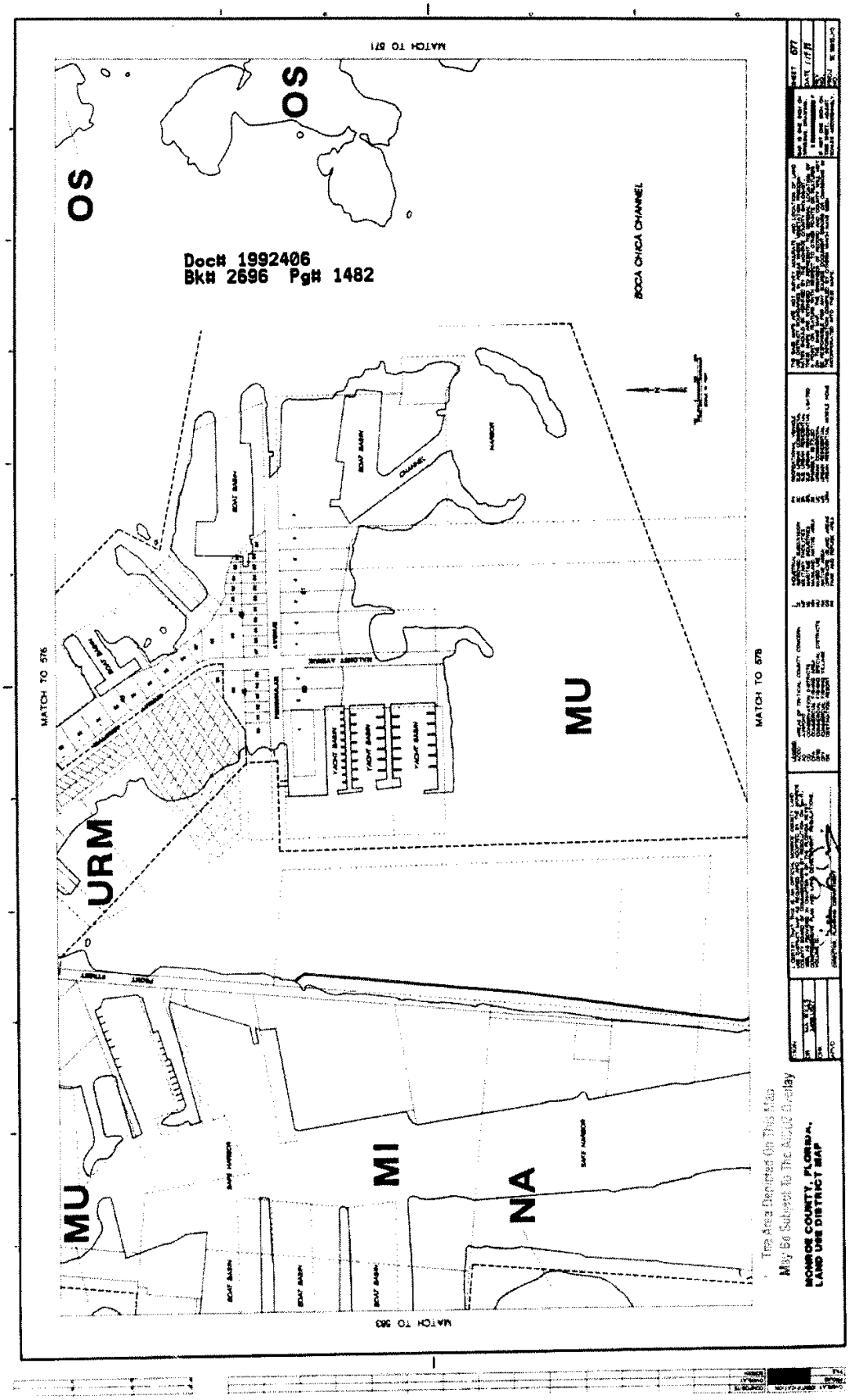

OS
OS
Doc# 1992406
Bk# 2696 Pg# 1482
BOCA CHICA CHANNEL
MU
URM
MU
MI
NA
MATCH TO 576
MATCH TO 578
MONROE COUNTY, FLORIDA
LAND USE DISTRICT MAP

Exhibit 3

Doc# 1992406
Bk# 2696 Pg# 1483

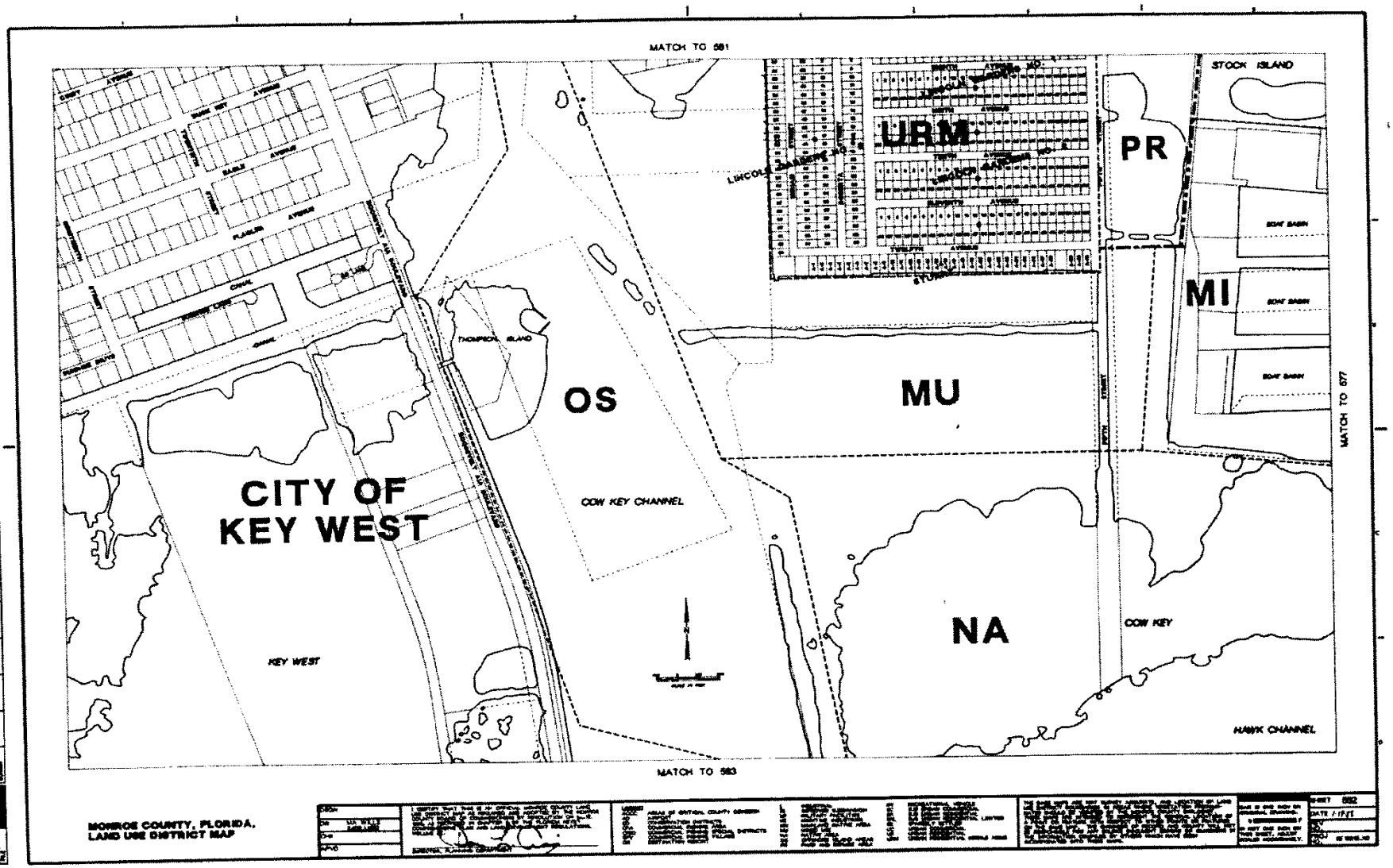


Exhibit 3

County of Monroe
Growth Management Division

Planning & Environmental Resources Department
2798 Overseas Highway, Suite 410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor David Rice, Dist. 4
Mayor Pro Tem Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
George Neugent, Dist. 2
Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

July 10, 2012

Doc# 1992406
Bk# 2696 Pg# 1484

Barton Smith, P.L.
624 Whitehead Street
Key West, FL 33040

Subject: **Minor Deviation to a Major Conditional Use Permit (Deemed)**
Stock Island Marina Village, 7009 Shrimp Road, Stock Island, Real Estate #00123720.000100, #00123720.000200 and #00123760.000200 (File #2011-090)

Mr. Smith,

The Planning & Environmental Resources Department has approved your request for a minor deviation to the major conditional use permit for the above referenced site. The minor deviation was required in order to allow the reconfiguration of 173 of the site's 361 boat slips as shown on a site plan by Weiler Engineering Corporation (WEC) dated April 19, 2012. The Department has determined that the application complies with the requirements and standards set forth in the Monroe County Code. The following conditions apply:

1. Any additional revisions to the site plan or future improvements to the property are subject to further review as a minor deviation or as an amendment to the major conditional use permit approval.
2. While staff recognizes the lawful existence of the 361 boat slips to be reconfigured, this approval does not recognize all of the other existing land uses on the site as lawful. The Planning & Environmental Resources Department is concurrently reviewing this matter. This approval does not condone or approve the unlawful land use and the property owner is subject to possible code compliance prosecution if the unlawful uses are not permitted or terminated.
3. A Monroe County building permit(s) is also required for the scope of work. The Monroe County Office of the Fire Marshal and the Monroe County Building Department have not reviewed this application. The applicant shall meet any additional requirements required by the Fire Marshal and the Building Department.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Respectfully,

Townsley Schwab, Senior Director of Planning & Environmental Resources

EXHIBIT 4

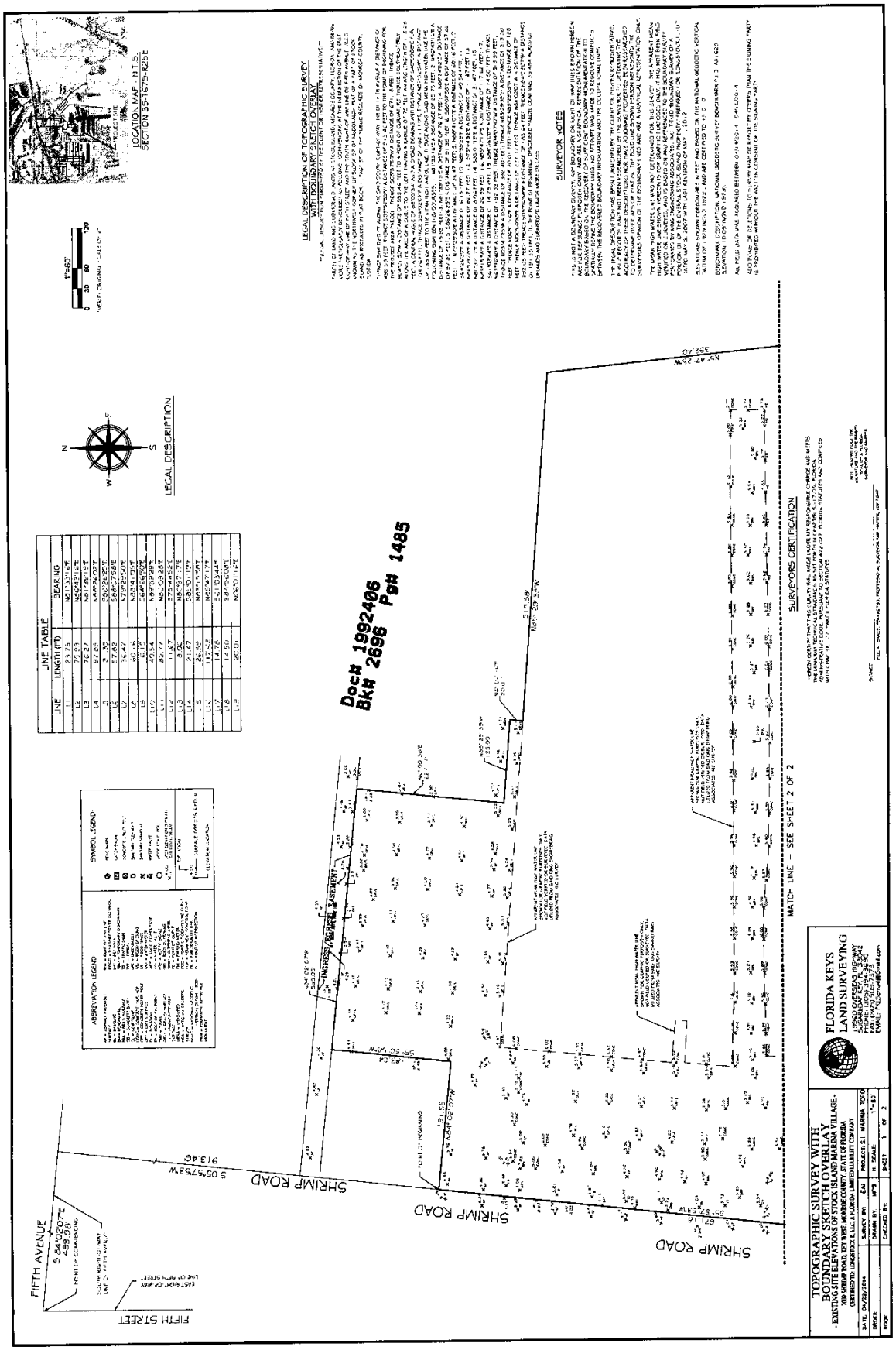
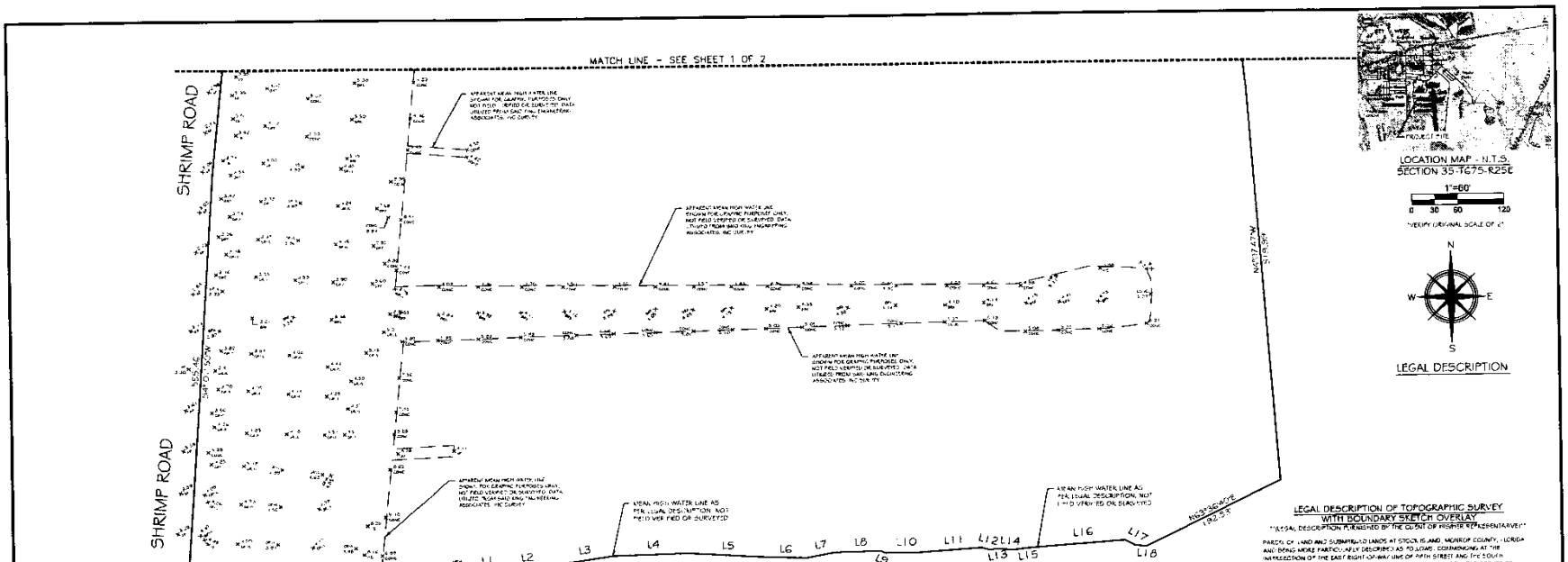

TOPOGRAPHIC SURVEY WITH
BOUNDARY SKETCH OVERLAY
- EXISTING SITE ELEVATIONS OF STOCK ISLAND MARINA VILLAGE -
FLORIDA KEYS
LAND SURVEYING
SURVEYORS CERTIFICATION
MATCH LINE - SEE SHEET 2 OF 2
LEGAL DESCRIPTION
LINE TABLE
SYMBOL LEGEND
ABBREVIATION LEGEND
LOCATION MAP - N.T.S.
SECTION 35-T67S-R25E
SURVEYOR NOTES
Doc# 1992406
Bk# 2696 Pg# 1485
SHRIMP ROAD
FIFTH AVENUE
FIFTH STREET

EXHIBIT 5

EXHIBIT S



LOCATION MAP - N.T.S.
SECTION 35-T67S-R25E

1"=60'
0 30 60 120
"VERIFY ORIGINAL SCALE OF 2"

N
W E
S

LEGAL DESCRIPTION

LINE TABLE		
LINE	LENGTH (FT)	BEARING
L1	23.73	N81°33'16"E
L2	75.93	N86°43'16"E
L3	76.27	N81°39'19"E
L4	97.65	N88°24'02"E
L5	31.35	S86°12'25"E
L6	57.62	S88°07'58"E
L7	36.47	N75°29'50"E
L8	60.16	N86°41'05"E
L9	9.15	S64°26'30"E
L10	40.54	N88°59'28"E
L11	82.77	N86°09'28"E
L12	11.67	S75°44'52"E
L13	8.06	N60°37'17"E
L14	21.47	S85°01'13"E
L15	26.59	N83°13'59"E
L16	117.66	N89°47'17"E
L17	14.78	S61°03'44"E
L18	14.50	S84°56'06"E
L19	20.01	N00°10'16"E

SURVEYOR NOTES

"THIS IS NOT A BOUNDARY SURVEY. ANY BOUNDARY OR RIGHT OF WAY LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY, AND ARE A GRAPHICAL REPRESENTATION OF THE BOUNDARY PARCEL BASED ON THE RECOVERY OF SUFFICIENT BOUNDARY MONUMENTATION TO SPATIALLY DEFINE THE BOUNDARY LINES. NO ATTEMPT WAS MADE TO RESOLVE CONFLICTS BETWEEN THE RECOVERED BOUNDARY INFORMATION AND THE OCCUPATIONAL LINES.

THE LEGAL DESCRIPTION HAS BEEN FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE / PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THIS SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTIES BEEN RESEARCHED TO DETERMINE OVERLAPS OR HIATUS. THE BOLD LINE SHOWN HEREON REPRESENTS THE SURVEYORS OPINION OF THE BOUNDARY LINES AND ARE A GRAPHICAL REPRESENTATION ONLY.

THE MEAN HIGH WATER LINE WAS NOT DETERMINED FOR THIS SURVEY. THE APPARENT MEAN HIGH WATER LINE SHOWN HEREON IS FOR GRAPHIC PURPOSES ONLY, IT HAS NOT BEEN FIELD VERIFIED OR SURVEYED, AND IS BASED ON AND REFERENCED TO THE BOUNDARY SURVEY PERFORMED BY KING ENGINEERING ASSOCIATES, INC. TITLED "BOUNDARY SURVEY OF A PORTION OF OF THE OVERALL STOCK ISLAND PROPERTY" PREPARED FOR: LONG-TOCK II, LLC DATED MAY 2, 2007 WITH LAST REVISION OF MAY 1, 2012.

ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929), AND ARE CREATING "0 +/- 0.10'.

BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK P.I.D. AA1622 ELEVATION 10.05' (NGVD 1929)

ALL FIELD DATA WAS ACQUIRED BETWEEN 04/1/2014 - 04/16/2014.

ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

LEGAL DESCRIPTION OF TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY

"(LEGAL DESCRIPTION FURNISHED BY THE CLIENT OR HIS/HER REPRESENTATIVE)"

PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS TO WIT: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE, ALSO KNOWN AS THE NORTHWEST CORNER OF BLOCK 57 OF ANCONA DE PRAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

THENCE S84°07'07"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE A DISTANCE OF 489.80 FEET; THENCE S05°52'53"W A DISTANCE OF 31.35 FEET TO THE POINT OF BEGINNING FOR THE PROJECT AREA PARCEL; THENCE S07°52'54"E A DISTANCE OF 136.63 FEET; THENCE S84°07'50"W A DISTANCE OF 955.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88°03'54" AND A CHORD BEARING AND DISTANCE OF S40°09'08"E, 104.26 FEET; THENCE S84°07'07"E A DISTANCE OF 286.11 FEET; THENCE N07°52'54"E A DISTANCE OF 136.63 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING EIGHTEEN (18) COURSES: 1. N81°33'16"E A DISTANCE OF 23.73 FEET, 2. N86°43'16"E A DISTANCE OF 75.93 FEET, 3. N81°39'19"E A DISTANCE OF 76.27 FEET, 4. N88°24'02"E A DISTANCE OF 97.65 FEET, 5. S86°12'25"E A DISTANCE OF 31.35 FEET, 6. S88°07'58"E A DISTANCE OF 57.62 FEET, 7. N75°29'50"E A DISTANCE OF 36.47 FEET, 8. N86°41'05"E A DISTANCE OF 60.16 FEET, 9. S64°26'30"E A DISTANCE OF 9.15 FEET, 10. N88°59'28"E A DISTANCE OF 40.54 FEET, 11. N86°09'28"E A DISTANCE OF 82.77 FEET, 12. S75°44'52"E A DISTANCE OF 11.67 FEET, 13. N60°37'17"E A DISTANCE OF 8.06 FEET, 14. S85°01'13"E A DISTANCE OF 21.47 FEET, 15. N83°13'59"E A DISTANCE OF 26.59 FEET, 16. N89°47'17"E A DISTANCE OF 117.66 FEET, 17. S61°03'44"E A DISTANCE OF 14.78 FEET, 18. S84°56'06"E A DISTANCE OF 14.50 FEET; THENCE N63°35'40"E A DISTANCE OF 192.53 FEET; THENCE N07°52'54"E A DISTANCE OF 519.59 FEET; THENCE N84°07'07"W A DISTANCE OF 286.11 FEET; THENCE N05°52'53"E A DISTANCE OF 31.35 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 35.484 ACRES OF UPLANDS AND SUBMERGED LANDS MORE OR LESS.

Doc# 1992406
Bk# 2696 Pg# 1486

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 5J-17 OF, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, PART II FLORIDA STATUTES.

SIGNED

DEL A. GARCIA PSM #6734, PROFESSIONAL SURVEYOR AND MAPPER, FBN 7547

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

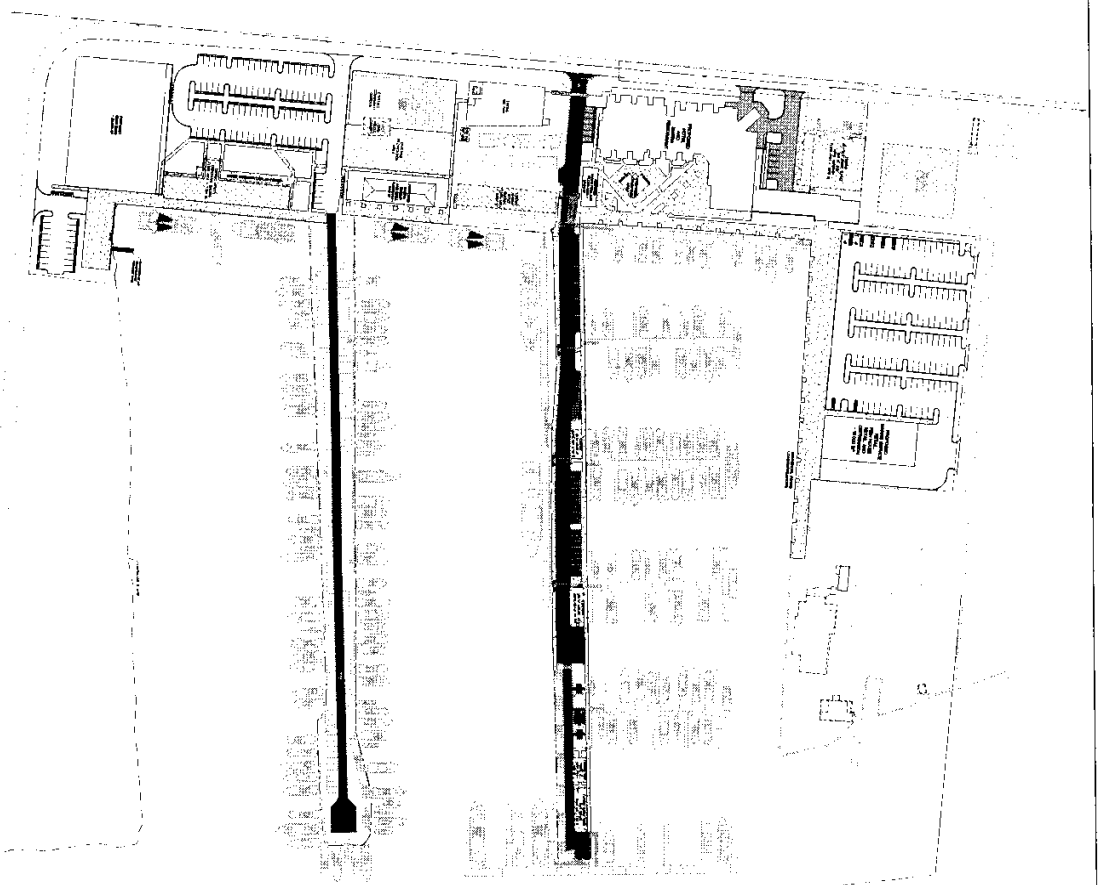
ABBREVIATION LEGEND:

SYMBOL LEGEND:

TOPOGRAPHIC SURVEY WITH BOUNDARY SKETCH OVERLAY - EXISTING SITE ELEVATIONS OF STOCK ISLAND MARINA VILLAGE - 7009 SHRIMP ROAD, KEY WEST, MONROE COUNTY, STATE OF FLORIDA CERTIFIED TO: LONGSTOCK II, LLC, A FLORIDA LIMITED LIABILITY COMPANY			
DATE: 04/22/2014	SURVEY BY: EAI	PROJECT: S.I. MARINA TOPO	
ORDER	DRAWN BY: MPR	H. SCALE: 1"=60'	
BOOK	CHECKED BY:	SHEET 2 OF 2	

FLORIDA KEYS LAND SURVEYING
19860 OVERSEAS HIGHWAY
SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3650
FAX: (305) 509-7373
EMAIL: FKLSsimp@Gmail.com

Doc# 1992406
Bk# 2696 Pg# 1487



GRAPHIC SCALE

N

EXHIBIT ONLY NOT FOR CONSTRUCTION

Description	Revisions

MASTER SITE CONEPT PLAN
for
STOCK ISLAND MARINA VILLAGE

WEC excellence in engineering
201 W. MARION AVE. SUITE 1306
PUNTA GORDA, FLORIDA 33950
941.505.1700

EXHIBIT 6

DocH 1992406
BkH 2696 PgH 1488

MONROE COUNTY, FLORIDA
RESOLUTION NO. 177 -2014

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND LONGSTOCK II, LLC, CONCEPTUALLY APPROVING THE REDEVELOPMENT OF STOCK ISLAND MARINA VILLAGE, LOCATED AT 700 AND 7009 SHRIMP ROAD, STOCK ISLAND, APPROXIMATE MILE MARKER 5, DESCRIBED AS PARCELS OF LAND IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND HAVING REAL ESTATE (RE) NUMBERS 00123720.000100, 00123720.000200 AND 00123760.000200.

WHEREAS, during a public meeting held on July 16, 2014 the Monroe County Board of County Commissioners conducted a public hearing to review and consider a request filed by Attorney Barton W. Smith, on behalf of Longstock II, LLC, for a development agreement in accordance with §110-132 and §110-133 of the Monroe County Code and Florida Statutes Sec. 163.3220 *et. seq.*, the "Florida Local Government Development Agreement Act"; and

WHEREAS, the development agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 square feet. New residential or nonresidential buildings shall not exceed 35' in height; and

WHEREAS, the Agreement approves a conceptual site plan for development on the site, subject to further site plan approval by the Planning Commission; and

WHEREAS, the development agreement involves the redevelopment of the site, currently known as Stock Island Marina Village, located at 700 and 7009 Shrimp Road, Stock Island, Florida, approximate mile marker 5 of the Overseas Highway (US 1); and

WHEREAS, the site is described as parcels of land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, having Real Estate (RE) Numbers 00123720.000100, 00123720.000200 and 00123760.000200; and

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Findings of Fact:

1. The subject property is located within a Maritime Industries (MI) Land Use (Zoning) District. Further, it is designated within a Mixed Use / Commercial (MC) category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map; and

2. In 2013, an amendment to the Monroe County Future Land Use Map was approved amending the future land use designation of the subject property from Industrial (I) to Mixed Use/Commercial (MC). The approval is memorialized by Ordinance #045-2013, approved by the Board of County Commissioners at a public hearing on December 11, 2013; and

3. The existing marina was established prior to 1986 and is thereby deemed to have a major conditional use permit pursuant to §101-4(c) of the Monroe County Code; and

4. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

5. The development agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes; and

6. Development shall not be inconsistent with the Monroe County Code; and

7. Development shall not be inconsistent with the Monroe County Comprehensive Plan; and

8. Development on Stock Island shall not be inconsistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan; and

9. Development shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and

10. The Monroe County Planning Commission held a public hearing at its meeting on May 28, 2014;, which was the first of two required public hearings, and recommended approval to the Board of County Commissioners in Resolution #P19-14;

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Code;

2. The request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan;

3. The request is consistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan;

4. The request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;

5. The Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the Development Agreement between Monroe County, Florida and Longstock II, LLC attached hereto.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting held on the 16th of July, 2014.

Mayor Sylvia Murphy	Yes
Mayor *pro tem* Danny L. Kohlage	Yes
Commissioner Heather Carruthers	Yes
Commissioner George Neugent	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy

SEAL

ATTEST: AMY HEAVILIN, CLERK
Lindsay Ballard
Deputy Clerk

FILED FOR RECORD
2014 JUL 29 PM 1:31
CLK. CIR. CT.
MONROE COUNTY, FLA

STATE OF FLORIDA
COUNTY OF MONROE
This Copy is a True Copy of the Original on File in this Office. Witness my hand and Official Seal.
This 29th day of July
A.D., 2014
AMY HEAVILIN
Clerk Circuit Court
By Lindsay Ballard D.C.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 6-30-14

MONROE COUNTY
OFFICIAL RECORDS

Q1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Board of County Commissioners Meeting
February 21, 2024
Agenda Item Number: Q1
2023-2144

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:
TBD

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Request by Ms. Stephanie Brown to speak to the Board of County Commissioners regarding the Monroe County Comprehensive Plan and mission to enhance the quality of life by providing outstanding public service that is responsive to the needs of the county citizens. **TIME APPROXIMATE 10:00 AM.**

ITEM BACKGROUND:
n/a

PREVIOUS RELEVANT BOCC ACTION:
n/a

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: n/a

DOCUMENTATION:

Request backup Feb meeting.pdf

FINANCIAL IMPACT:
n/a

From: david brown5
To: Ballard-Lindsey
Cc: Gomez-Krystal
Subject: Re: Request for BOCC Meeting February 21, 2024
Date: Monday, February 5, 2024 4:51:03 PM

You don't often get email from brown5@bellsouth.net. Learn why this is important

CAUTION

Good afternoon Ms. Ballard,

Whilst, hoping to coordinate a time to personally speak and given time uncertainty pursuant to your Section 1.03 reference, the requested subject matter is the Monroe County Comprehensive Plan and Mission to enhance the quality of life by providing outstanding public service that is responsive to the needs of the county citizens. Your assistance in placing this on the Monroe County Board of Commissioners February 21, 2024, Agenda, is sincerely appreciated.

Thank you,

Stephanie Brown

> On Feb 5, 2024, at 11:17 AM, david brown5 <brown5@bellsouth.net> wrote:
>
> Good morning Ms. Ballard,
>
> After receiving voice messages on both your office and cell phone provided below, might we coordinate a time to speak regarding your request and deadline clarification within your reference to Section 1.03.
>
> Please share your availability to speak today.
>
> Thank you,
>
> Stephanie Brown
>
> > On Feb 5, 2024, at 8:52 AM, Ballard-Lindsey <Ballard-Lindsey@monroecounty-fl.gov> wrote:
> >
> > Good morning,
> >
> > Thank you for your email.
> >
> > I will need to know the topic of the Sounding Board item that you are requesting.
> >
> > Below is how Sounding Board works:

<image003.png>

Please send me a short blurb on the topic as soon as possible to ensure your request is included in the agenda for the February meeting. Thank you.

Sincerely,

Lindsey Ballard
Aide to Roman Gastesi, County Administrator
Business Manager - Administration
1100 Simonton Street, Suite 2-205
Key West, FL 33040
(305)292-4443 (Office)
(305)393-4442 (Cell Phone)
(305)292-4544 (Fax)
Courier Stop #1
Ballard-Lindsey@monroecounty-fl.gov
www.monroecounty-fl.gov
<image001.jpg>

Monroe County, Florida
"The Florida Keys"

"We may encounter many defeats, but we must not be defeated." ~Maya Angelou

PLEASE NOTE: FLORIDA HAS A VERY BROAD RECORDS LAW. MOST WRITTEN COMMUNICATIONS TO OR FROM THE COUNTY REGARDING COUNTY BUSINESS ARE PUBLIC RECORDS AVAILABLE TO THE PUBLIC AND MEDIA UPON REQUEST. YOUR EMAIL COMMUNICATION MAY BE SUBJECT TO PUBLIC DISCLOSURE.
<image002.jpg>

From: david brown5 <brown5@bellsouth.net>
Sent: Monday, February 5, 2024 7:18 AM
To: Ballard-Lindsey <Ballard-Lindsey@MonroeCounty-FL.Gov>
Subject: Request for BOCC Meeting February 21, 2024

You don't often get email from brown5@bellsouth.net. Learn why this is important

...

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Good morning Ms. Ballard,

Pursuant to my January 30, 2024, conversation with Crystal in tandem consult with you, she advised that this written email be submitted to you by February 6, to request a "sounding board item" be brought forth for scheduling at the Monroe County Board of County Commissioners' upcoming February 21, 2024, meeting. In this regard, she also shared that you would provide a specific time at which this 5-minute opportunity to be heard with a 1-minute response for the purpose of clarification would be scheduled.

Your assistance in this matter is sincerely appreciated.

Thank you,

Stephanie Brown

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (ISLAMORADA, VILLAGE OF ISLANDS)

THIS FIRST AMENDMENT TO EMPLOYEE INTERCHANGE AGREEMENT (hereinafter "Amendment") is made and entered into this __ day of September 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040 (hereinafter "County"), and Islamorada, Village of Islands, a municipality organized under the laws of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036 (hereinafter "Village") (hereinafter, when referred to individually as "Party" or collectively as "Parties).

WITNESSETH

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between governments, including counties and municipalities; and

WHEREAS, Section 112.24, Florida Statutes, provides that the details of an employee interchange shall be the subject of an agreement between a sending agency and a receiving agency;

WHEREAS, August 6, 2023, the County and the Village entered into an Employee Interchange Agreement ("Agreement") whereby the Parties agreed that the County would assign Bryan Cook ("Cook"), Director of Employee Services for Monroe County, to the Village as receiving agency, to serve as Interim Village Manager; and

WHEREAS, the Agreement provided that the initial term of the Agreement would begin on August 7, 2023 and continue for sixty (60) days, to October 6, 2023 ("Initial Term"), and that prior to the expiration of the Initial Term, the Agreement would be reviewed by the Village, at which time the Agreement could be extended for a subsequent term not to exceed sixty (60) days upon the approval of the Village Council and with the approval of the Monroe County Administrator; and

WHEREAS, both Parties have indicated that they wish to extend the Agreement for an additional term, not to exceed sixty (60) days; and

WHEREAS, the County has proposed to assign Ed Koconis, AICP, Administrative Director for Monroe County, in place of Bryan Cook, who is needed to resume his duties for Monroe County; and

WHEREAS, the Parties have agreed that Bryan Cook's assignment as Interim Village Manager shall end on Friday, September 29, 2023, and beginning October 2, 2023, Ed Koconis shall be assigned to serve as the Interim Village Manager for the remainder of the term of this Agreement, as extended.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

RECITALS

1. Pursuant to paragraph (3) of the Agreement (Term of Agreement), the term of the Employee Interchange Agreement is hereby extended by an additional sixty (60) days, through December 6, 2023 ("Extended Term").

2. Bryan Cook shall cease to be assigned as the Interim Village Manager at close of business on September 29, 2023, and Ed Koconis shall be assigned to serve as the Interim Village Manager beginning 8:00 a.m. on October 2, 2023. Effective October 2, 2023, all references to "Bryan Cook" or "Cook" shall be revised and replaced with the name "Ed Koconis" wherever they appear in the Interchange Agreement.

3. Effective October 2, 2023, Exhibit A to the Interchange Agreement (Islamorada Position Description signed by Bryan Cook) is removed and replaced with Exhibit A attached hereto (Islamorada Position Description signed by Ed Koconis), which shall be incorporated in the Interchange Agreement by reference.

4. In all other respects, all terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement this _____ day of September 2023.

Approved as to form and legal sufficiency for Monroe County, only:

Cynthia L. Hall

Cynthia L. Hall, Sr. Ass't County Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____

Roman Gastesi, County Administrator

Date: September 27, 2023

Approved as to form and legal sufficiency for the use of the Village Council only:

DocuSigned by:

362BFAA7FDDD417...

John J. Quick, Village Attorney

ISLAMORADA, VILLAGE OF ISLANDS

By: DocuSigned by: Joseph B. Pinder III F8EB3A68BD794EF...

Joseph B. Pinder, III, Mayor

Date: 10/4/2023

DocuSign Envelope ID: 67912C49-0F94-416E-B429-AE5989A0C41D

Ratified by the Monroe County Board of County Commissioners on October 18, 2023.

(Seal) ATTEST: KEVIN MADOK, Clerk	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By:	By:
_____ As Deputy Clerk	_____ Mayor